

COUNTY OF TAZEVELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

NOVEMBER 18, 2015



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

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BOARD MEMBERS & THEIR DISTRICTS

Monica Connett- **District 1**

Russel Crawford- **District 3**

James Donahue- **District 2**

Nick Graff- **District 2**

Brett Grimm- **District 2**

Mike Harris- **District 3**

Terry Hillegonds- **District 3**

Mary Jo Holford- **District 3**

Carroll Imig- **District 3**

Darrell "Dude" Meisinger-**District 1**

Greg Menold- **District 2**

Seth Mingus- **District 3**

Tim Neuhauser- **District 2**

Nancy Proehl- **District 1**

John Redlingshafer- **District 3**

Andrew Rinehart- **District 3**

Gary Sciortino-**District 1**

Greg Sinn-**District 2**

Sue Sundell-**District 1**

Jerry Vanderheydt- **District 1**

Joe Wolfe- **District 1**

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, November 18, 2015.

Board members were called to order at 6:00 p.m. By Chairman David Zimmerman presiding with the following members present: Connett, Donahue, Grimm, Graff, Harris, Holford, Imig, Menold, Meisinger, Neuhauser, Proehl, Redlingshafer, Rinehart, Sinn, Sundell, Vanderheydt & Wolfe.

Absent: Crawford, Hillegonds, Mingus & Sciortino.

Member Donahue, Proehl & Menold arrived 6:03 P.M.

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

Chairman Zimmerman & Vice Chairman Neuhauser presented a plaque to Public Defender Fred Bernardi for nearly 40 years of service. After accepting the plaque Fred praised the Tazewell County Board members and McKenzie Building employees for being such a pleasure to work with. Fred also emphasized that working for the County has been the best and that he will greatly miss seeing all the smiling faces and the employees of which he has made friendships with.

In- Place Health Services Committee meeting at 6:08 P.M. In-Place Health Services Committee meeting adjourned at 6:10P.M.

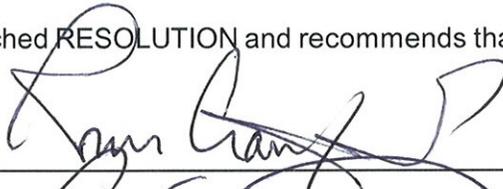
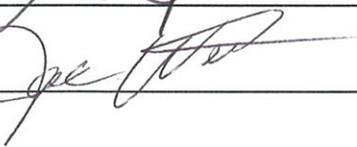
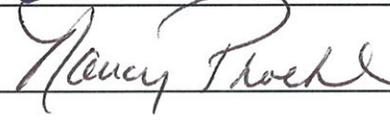
In-Place Finance Committee meeting at 6:10P.M. In-Place Finance Committee meeting adjourned at 6:40P.M.

Motion by member Sundell, Second by member Wolfe to approve the Consent Agenda 1-25 [Pulling 2, 5, 19 & 24. Motion carried by Voice Vote.

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the Assistant County Engineer has requested approval to attend the following conference in FY2016:

Illinois Professional Land Surveyors Association 2016 Annual Conference
– Springfield, Illinois; February 10-12, 2016

; and

WHEREAS, this item is included in the FY 2016 budget and will be paid from County Highway Fund, Conferences and Seminars, Line Item 202-311-533-900; and

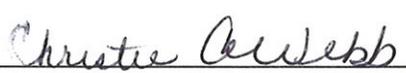
WHEREAS, motion was made and passed upon vote to recommend to the County Board that the Assistant County Engineer attend this conference as requested;

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

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

PASSED THIS 18th DAY OF NOVEMBER, 2015

ATTEST:



County Clerk

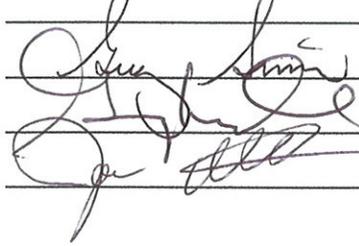


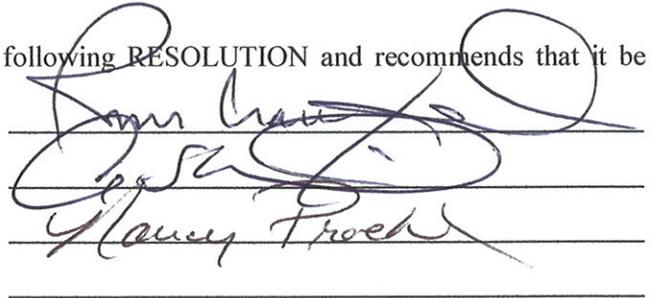
County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Member of Tazewell County Board:

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





RESOLUTION

WHEREAS, the County Engineer has requested approval to receive bids for new bridge and road contracts as plans and specifications become available; and

WHEREAS, these bridge and road projects have been budgeted for Fiscal Year 2016 with each project and approximate cost as follows:

BRIDGES:

- 1. Hopedale Rd – Drainage at Market Rd – (12-00085-00-WR) - \$80,000 CB, \$40,000 TWP
- 2. Center Rd over W. Branch Sugar Creek – (13-09121-00-BR) - \$165,450 CB, \$7,468 OTHER LOCAL
- 3. Wagonseller Rd over Mackinaw River – (13-16130-00-DR) - \$326,580 CB
- 4. Straub Rd over Dillon Creek – (15-05136-00-DR) - \$45,000 CB
- 5. Road District/Municipality – (Various Locations) - \$80,000 CB, \$20,000 TWP

ROADS:

- 1. General Maintenance – Road Program (16-00000-01-GM) - \$2,470,000 CMFT
- 2. General Maintenance – Paint (16-00000-02-GM) - \$142,000 CMFT
- 3. General Maintenance – Beads (16-00000-03-GM) - \$24,000 CMFT
- 4. General Maintenance – Salt (16-00000-04-GM) - \$274,000 CMFT
- 5. General Maintenance – Road Improvement - \$232,000 MT
- 6. General Maintenance – Maintenance Materials (Various Locations) - \$64,300 CH
- 7. General Maintenance – Road Improvement (Various Locations) - \$118,300 CH
- 8. Allentown Rd – Misc. Grading/Ditching - \$100,000 CH
- 9. Highway Department Building - WICK Building Replacement - \$695,000 CMFT; \$20,000 DCEO
- 10. Highway Department Building – Mackinaw Shed - \$20,000 DCEO

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

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

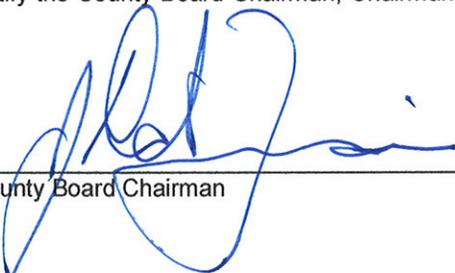
BE IT FURTHER RESOLVED that the County Board authorize the County Board Chairman to sign the necessary I.D.O.T. project funding agreements subject to current budgetary constraints.

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

PASSED THIS 18th DAY OF NOVEMBER, 2015

ATTEST:


County Clerk


County Board Chairman



County Maintenance Resolution

RESOLVED, by the County board of Tazewell County, that \$2,910,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2016 and ending December 31, 2016, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

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

STATE OF ILLINOIS

Tazewell County, } ss.

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

Tazewell County, at its November 18, 2015

meeting held at Pekin, Illinois

on November 18, 2015 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Pekin, Illinois

in said County, this 18th day of November A.D. 2015

(SEAL)

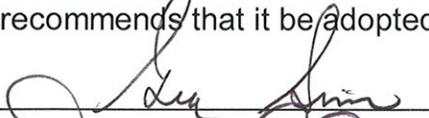
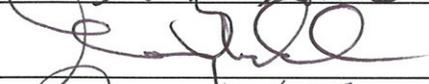
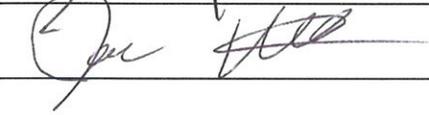
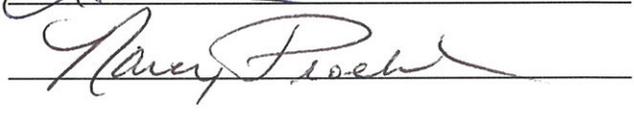
Christie A. Webb County Clerk

Approved
Regional Engineer
Department of Transportation
Date

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

 _____	 _____
 _____	 _____
 _____	 _____
_____	_____

PASSED THIS 18th DAY OF NOVEMBER, 2015

ATTEST:



County Clerk



County Board Chairman

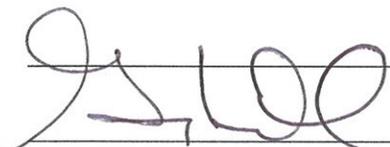
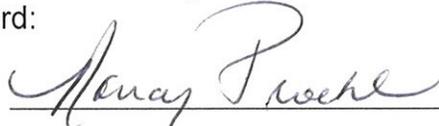
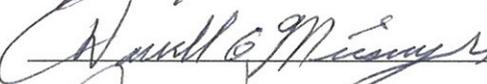
***2016 maintenance breakdown as follows:**

16-00000-01-GM (Road Program)	\$2,470,000.00
16-00000-02-GM (Paint)	\$142,000.00
16-00000-03-GM (Beads)	\$24,000.00
16-00000-04-GM (Salt)	\$274,000.00
Total	\$2,910,000.00

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

 _____	 _____
 _____	_____
 _____	_____
 _____	_____
_____	_____

RESOLUTION

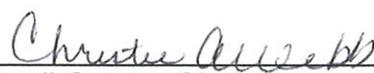
WHEREAS, the County's Property Committee recommends to the County Board to approve the 60 month Lease Agreement with Attorney Kirk Bode for office space rental in the Monge Building; and

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Attorney Kirk Bode, 19 S. Capitol Street, IL 61554 and the Auditor of this action.

PASSED THIS 18TH DAY OF NOVEMBER, 2015.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

MONGE BUILDING LEASE AGREEMENT

This lease agreement is entered into between the lessor and the lessee this _____ day of _____, 20__ at Pekin, Illinois.

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

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

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.
- (d) "the lessee" shall mean Kirk Bode, Attorney at Law,
the lessee's trade name is N/A.
- (e) "the lessor" shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.
- (f) "premises" shall mean that part of the Monge Building commonly known as Suite 201, 203 & 205, 15 South Capitol, Pekin, Illinois 61554, containing approximately 188 and 1512 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.

2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.
3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

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

4. **Term.** The term of this lease shall be for 60 months, commencing on the 1st day of December, 2015 and ending on the 30th day of November, 2020. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

The lessee shall have the option to renew this lease for 2 term(s) of 60 months each, so long as the lessee shall have given the lessor 60 days' written notice thereof prior to the expiration of the initial term and so long as the lessee shall not have been in default at the time of the exercise of said option through and including the commencement of the additional term. The rental rate for such renewal shall be the same of the rental rate for the initial term except as follows:

See Addendum "A"

5. **Rent.** The lessee shall pay to the lessor an annual rent of U.S. \$ 13,200 payable in equal monthly installments of U.S. \$ 1,100.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

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

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

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

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

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

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

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

8. **Security Deposit.** The lessee has deposited with the lessor the additional sum of US\$-0-, as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.
9. **Maintenance, Repairs, and Replacements.** The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance (defined as any repair or maintenance with a cost of \$150.00 or less per occurrence). In any event, the lessee shall be responsible for any repair or replacement of any damaged or broken locks, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall have no duty or obligation for any maintenance, repair, or replacement of the premises, except that the lessor shall make all necessary structural and roof repairs to the Monge Building unless the damage is due to the lessee's fault. Furthermore, the lessor shall not be liable to the lessee or any third party for any damages done by any reason of any water overflow or back water from sewers, the bursting or leaking of water pipes or gas pipes, the heating plant or air condition system, or any electrical apparatus or wires.
10. **Advertisements.** The lessee shall include in all advertisements, including without limitation, newspaper, print, television and radio, the trademark/trade name "Monge Building". The lessee shall not, however, use "Monge Building" for any other reason without the lessor's prior written consent, including without limitation, the use of any name, trade name, mark, trade mark, service name, or service mark which includes "Monge Building". After the termination of this lease, the lessee shall not use the term "Monge Building" for any purpose.
11. **Signs and Décor.** All signs, space décor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with the Monge Building's décor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of the Monge Building's appearance.

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

12. **Lessee and Employee Parking.** The lessee and the lessee's employees shall park their vehicles (limited to automobiles, pick-up trucks, vans and motorcycles) only in those portions of the parking area designated for the purpose by the lessor. The lessee shall pay to the lessor, without notice or demand, a fee of U.S. \$5.00 per day for each violation hereof. Upon lessor's demand, the lessee shall furnish the lessor with the automobile license number for all such vehicles within three days after taking possession of the premises or within three days of any change in such vehicle or license number. Lessee shall be given a space in the parking area (Space 4, 9, 28, 32 and 35).
13. **Modification of Building.** The lessor reserves the right to change, modify, add to or subtract from the size and dimensions of the Monge Building or any part thereof including without limitation the number, location and dimensions of buildings and stores, walkways, corridors, and sidewalks, the number of floors in any building, the location, size and number of tenant spaces, the identity, type, and location of other stores and tenants, and the size, shape, location, arrangement of common areas, and to design and decorate any portion of the Monge Building as it desires.
14. **Subordination.** This lease shall be subordinate to the lien of any mortgage, now or hereafter placed upon the Monge Building or any part of the Monge Building, and the lessee hereby irrevocably constitutes and appoints the lessor as the lessee's attorney-in-fact coupled with an interest to execute any subordination agreements which may be required in connection with negotiation or execution of any such mortgage. Moreover, the lessee agrees to execute subordination agreement, estoppels certificate, or such other paper and document as may be reasonably requested in connection with such mortgage transactions(s).
15. **Disclaimer of Warranties.** The lessor disclaims (and the lessee accepts such disclaimer and waives any claim to the contrary) any warranties, express or implies, of merchantability, fitness for a particular purpose, or otherwise of the heating and air conditioning equipment and systems or any other equipment, system, fixture, or goods attending this leasehold interest. To the extent any items affecting the leasehold are warranted by the manufacturer or any other third party, the lessor will apply any benefit received by reason of such warranties to the repair or maintenance thereof.
16. **Assignment/Sublease.** The lessee shall not assign this lease or enter into any sublease for the premises without the prior written consent of the lessor. The lessor may assign this lease, and, if so, shall assign all security deposits, prepaid rent, taxes, insurance, and other similar prepaid item to the lessor's assignee.
17. **Alterations/Improvements.** The lessee shall make no alterations or improvements to the premises without the lessor's prior written consent. In any event, any such alteration or improvement for which there is no prior written consent shall become a part of the premises to be surrendered to the lessor at the end of the term. Moreover, any alteration or improvement and all incidental work shall be completed by the lessee or its agents, contractor, of the like within 30 days following commencement of this lease term or such alteration or improvement. Additionally, the lease shall permit no lien to attach to or claim of lien to be made against the premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **Other.** _____
27. **Disclosure.** The lessor is required by law to disclose to the lessee that the owner of the property leased herein, the property management company and/or their respective agents and/or employees are licensees under the Real Estate License Act of 2000 (225 ILCS 454/1-1 et seq.).
28. **Environmental Matters.** Landlord, at no cost or expense to the Tenant as operating expense or otherwise, shall, solely with regard to actions or omissions of the Landlord, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Tenant from and against any and all costs, claims, expenses, damages, liens, losses, and judgments arising out of Landlord's failure to comply with Environmental Laws.

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

Dated the day, month, and year first above written.

FOR THE LESSOR:

County Administrator, Tazewell County, IL

ATTEST: Christie A. Webb
Christie A. Webb

By: Wendy Ferrill

(print name and title)

Lessee:

FOR THE LESSEE:

ATTEST:

Kirkw. Bode

Kirkw. Bode, Attorney

(print name and title)

Attest:

By: Kristal Deining

Kristal Deining

(print name and title)

ok per
Carolyn
11-23-15

ADDENDUM TO MONGE BUILDING LEASE AGREEMENT

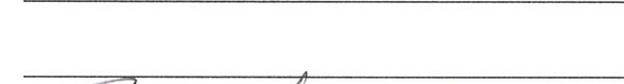
On the first day of each year of the extended term, the basic monthly rent shall be increased for the ensuing year in the same proportion that the Consumer Price Index for All Urban Consumers – United States City Average: All Items—Series A(1982-4=100) of the United States Department of Labor for the last month of the expired term shall have increased over such index figure for the first month of the lease term. If a different base period is used in determining the index number at the time of the extension of the term, the computation of the new base rental shall reflect any change therein. If at any time prior to the first day of the extended term the aforesaid index shall cease to be published, there shall be substituted for such index the most similar economic indicator then published, if any. If the parties cannot agree to such substitute or if none shall be published, the lease shall terminate. In no event shall the basic monthly rent be less than U.S. \$ 1,100.

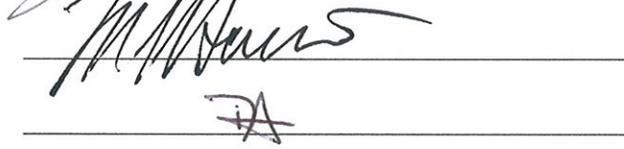
Mr. Chairman and Members of the Tazewell County Board:

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


 David C. Musy


 Monica Connett


 Joe Donahue


 M. Mours

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for the State's Attorney Legal Services;

Transfer \$30,000.00 from County General Contingency Line Item (100-913-566-000) to State's Attorney Legal Services Line Item (100-124-533-050)

WHEREAS, the transfer of funds is needed to cover costs for labor relations and contract negotiations with bargaining units.

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 State's Attorney and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:



 County Clerk



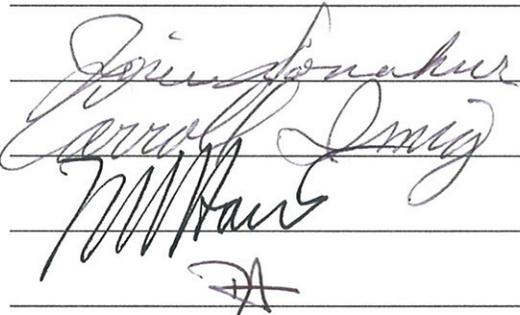
 County Board Chairman

COMMITTEE REPORT

F-15-63

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
	
_____	_____
_____	_____
_____	_____

RESOLUTION

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

- Transfer \$5,522.36 from Consulting Fees Line Item (100-111-533-150) to Recruitment and Relocation Line Item (100-111-533-154)

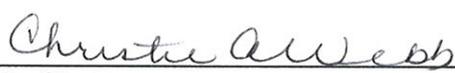
WHEREAS, the transfer of funds is needed to cover the recruitment fees for the search firm used for the County Administrator search in 2014.

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 and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:



 County Clerk



 County Board Chairman

COMMITTEE REPORT

F-15-65

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:

Warren C. Murrain

[Signature]

Monica Connett

[Signature]

Garroll Dmy

[Signature]

[Signature]

RESOLUTION

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

Transfer \$54,749.25 from Contingency Line Item (100-913-566-000) to IRS Audit/Affordable Care Line Item (100-913-533-015)

WHEREAS, the transfer of funds is needed for Affordable Care Act compliance for PCORI fees and Transitional Re-Insurance fees.

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 and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2015.

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:

[Handwritten signature]

Monica Cornett

John Sykes

Carroll Imig

M. Davis

[Handwritten mark]

RESOLUTION

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

- Transfer \$6,000.00 from Building Maintenance Line Item (100-182-533-720) to Water Line Item (100-182-533-630)

WHEREAS, the transfer is needed to cover the calculated shortfall in the balance of this line item for the remainder of the fiscal year.

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, Buildings and Grounds and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:

Christie A. Webb

County Clerk

[Handwritten signature]

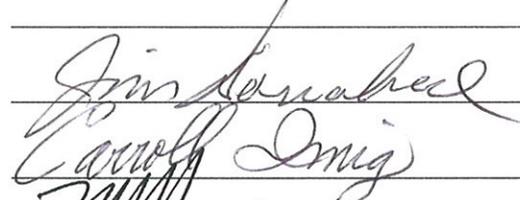
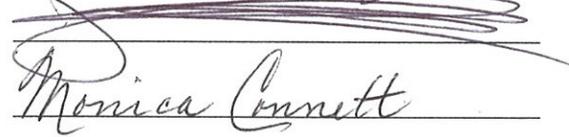
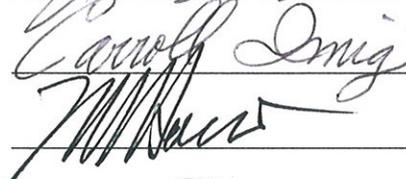
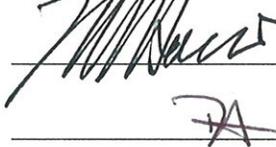
County Board Chairman

COMMITTEE REPORT

F-15-60

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

- Transfer \$2,000.00 from Building Maintenance Line Item (100-181-533-720) to Garbage Collection Line Item (100-181-533-660)
- Transfer \$1,000.00 from Mechanical Equipment Maintenance Line Item (100-181-533-731) to Fire Extinguisher Line Item (100-181-533-734)
- Transfer \$2,000.00 from Cleaning Services Supplies Line Item (100-181-522-080) to Garbage Collection Line Item (100-182-533-660)
- Transfer \$2,000.00 from Mechanical Equipment Maintenance Line Item (100-182-533-731) to Elevator Maintenance Line Item (100-182-533-733)

WHEREAS, the transfer is needed to cover the calculated shortfalls in the balances of these line items for the remainder of the fiscal year.

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, Buildings and Grounds and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:


County Clerk


County Board Chairman

COMMITTEE REPORT

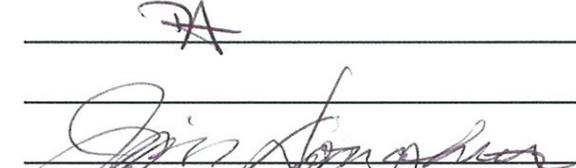
Mr. Chairman and Members of the Tazewell County Board:

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

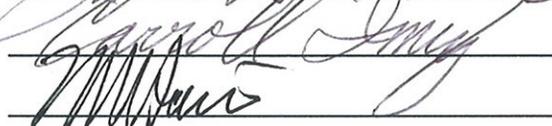


 Danell G. Munger

 Monica Bennett



 Chris Long



RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfer requests for Court Services:

- Transfer \$7,000.00 from Contractual Services Line Item (100-230-533-000) to Medical Line Item (100-230-533-180)
- Transfer \$1,000.00 from Contractual Services Line Item (100-230-533-000) to Training Line Item (100-230-533-910)

WHEREAS, the transfer of funds is needed due to the high volume of drug testing and to fund any unexpected training through the end of this fiscal year.

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

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

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:



 County Clerk



 County Board Chairman

COMMITTEE REPORT

F-15-68

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:

[Signature]

David C. Mungler

[Signature]

Monica Connett

DA

[Signature]

[Signature]

[Signature]

RESOLUTION

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

Transfer \$1,900.00 from New Equipment Line Item (211-411-544-000) to the Postage Line Item (211-411-533-210)

WHEREAS, the transfer of funds is needed to cover expenses for the remainder of the fiscal year.

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

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

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:

Christie A. Webb

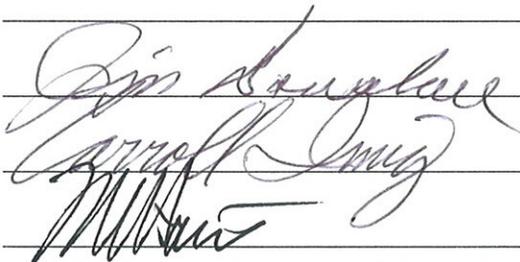
County Clerk

[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:

_____	_____
_____	_____
	_____
_____	
	_____
Monica Connett	_____

RESOLUTION

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

Transfer \$920.64 from Contingent Expense Line Item (202-311-566-000) to Publication of Legal Notices Line Item (202-311-533-400)

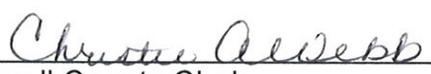
WHEREAS, the transfer is needed to offset advertising expenses for project lettings.

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 18th DAY OF NOVEMBER, 2015.

ATTEST:



Tazewell County Clerk



Tazewell 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:

_____	_____
_____	_____
<i>David C. Manning</i>	<i>Jim Louder</i>
_____	<i>Carroll King</i>
<i>Monica Connett</i>	<i>_____</i>
_____	_____

RESOLUTION

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

- Transfer \$3,000.00 from Building Inspector/Code Enforcement Line Item (100-161-511-011) to the Building Code Inspections Line Item (100-161-533-980)
- Transfer \$3,000.00 from Condemnation Line Item (100-161-533-985) to the Building Code Inspections Line Item (100-161-533-980)

WHEREAS, the transfer of funds is needed to cover additional expenses for the contractual inspectors who will be performing residential inspections due to the vacant position of Building Inspector.

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 18th DAY OF NOVEMBER, 2015.

ATTEST:

Christie A. Webb

 County Clerk

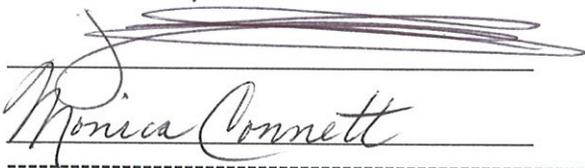
Bob Jones

 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 the Assessment Office:

Transfer \$5,500.00 from Clerk Hire Line Item (100-157-511-048) to Part Time Line Item (100-157-511-050)

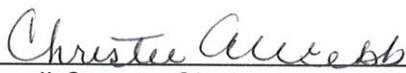
WHEREAS, the transfer of funds is needed for a calculated shortfall in the balance of this line item.

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

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

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

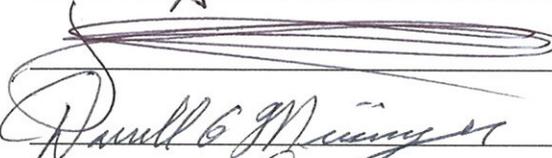
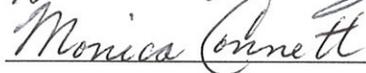
F-15-69

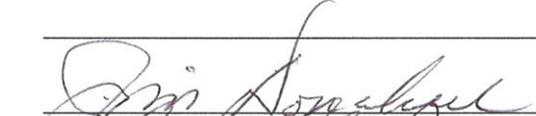
Mr. Chairman and Members of the Tazewell County Board:

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






Daniel C. Manning

Monica Connett


Jim Long

Carol Smith

Mark

RESOLUTION

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

Transfer \$100.00 from Animal Claim Line Item (211-411-533-981) to the Deposit Reimbursement Line Item (211-411-533-982)

WHEREAS, the transfer of funds is needed to cover expenses for the remainder of the fiscal year.

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

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

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:



County Clerk

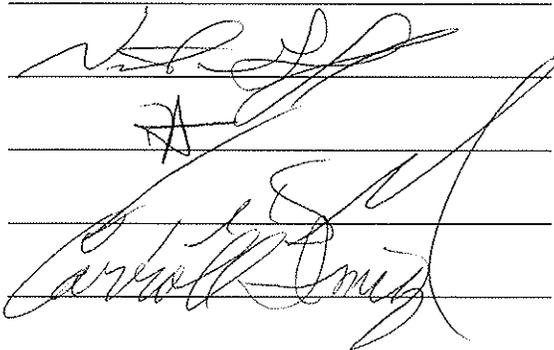


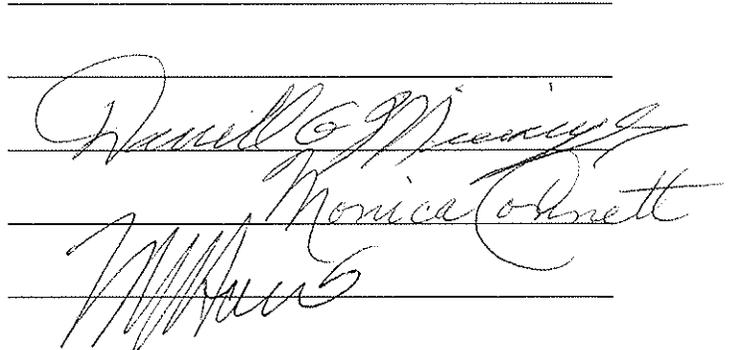
County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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





RESOLUTION

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

WHEREAS, the Building Inspector/Code Enforcement will be a full time non-exempt non-union position with a Pay Grade 15.

THEREFORE BE IT RESOLVED by the County Board that the Community Development Administrator is authorized to post, interview for and fill this position.

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 18th DAY OF NOVEMBER, 2015.

ATTEST:



County Clerk

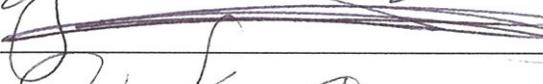
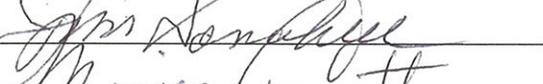
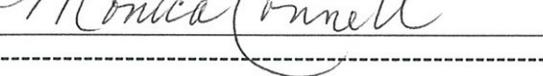


County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
	_____



RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for a Deputy position in the Sheriff's Department; and

WHEREAS, the Deputy position has a base starting annualized rate of pay of \$42,880.79.

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

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

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:



County Clerk

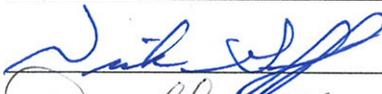
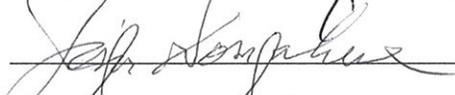
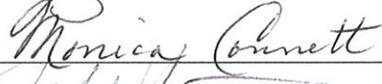
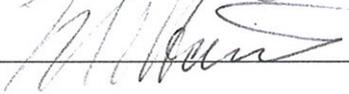


County Board Chairman

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 authorize the Kuhl and Company contract renewal effective December 01 2015; and

WHEREAS, it is recommended that the County Board approve the renewal agreement with Kuhl and Company Insurance as the Agent of Record at a cost of \$30,000.00; and

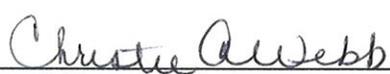
WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize the Board Chairman to sign and execute the contract and all applicable documents.

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

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

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:

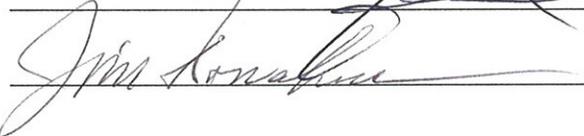
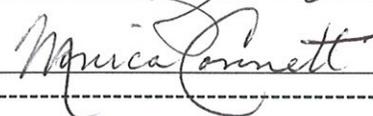

Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize a Workers' Compensation Third Party Administrator Agreement renewal effective December 01, 2015; and

WHEREAS, it is recommended that the County Board approve a contract renewal with Illinois Counties Risk Management Trust (ICRMT) as the County's Workers' Compensation and the County's Property, Automobile, Liability, et al for a cost of \$409,430.00; and

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

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

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

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Village of Deer Creek

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

RECEIVED

SEP 24 2015

TAZEWELL COUNTY
BOARD OFFICE

September 15, 2015

Chairman and Board
Tazewell County
11 S. 4th Street Suite 432
Pekin, IL 61554

Dear Mr. Chairman and Board:

This letter is to inform you that the Village of Deer Creek is in the process of reviewing the Tax Increment Financing funds for 2014 payable 2015.

Based upon the Deer Creek/Mackinaw CUSD #701 reimbursement percentage of 43.40%, the amount of your reimbursement would be \$8,257.51. There is no intergovernmental agreement between Tazewell County and the Village of Deer Creek; therefore no disbursements have been made to date.

Since the TIF District has been in place, we have placed a new 150,000 gallon water tower in service. The village has been instrumental in helping with the building for the library district and a fire truck for the fire district. TIF funds have also been used to replace sidewalks throughout the village, continue regular infrastructure maintenance and assist in economic development projects.

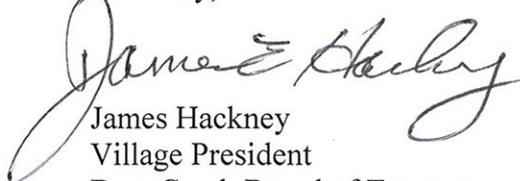
The dredging of the lagoons at the sanitary sewer treatment plant is complete and paid for with no debt accrued by the Village. This year we completed our Safe Routes to School sidewalk project with the help of TIF funds. It continues to be the intent of the village board that when the TIF District expires, the village will be debt free.

At this time, the village respectfully requests that you consider waiving your reimbursement for this year. This is a one-time waiver, unless you would choose a longer term.

The Village of Deer Creek appreciates your consideration of this request. Should you agree please sign and return the statement enclosed and this will be placed in your file.

Again, thank you for your careful consideration of this request.

Sincerely,



James Hackney
Village President
Deer Creek Board of Trustees

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 **\$8,257.51**. 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 2014 payable in the year 2015.



Signature

J. David Zimmerman
Printed Name

County Board Chairman
Position

Tazewell County
Taxing Body

11.23.15
Date



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

September 15, 2015

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 20, 2015.

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 20, 2015. 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,

A handwritten signature in cursive script that reads "Lori Lewis".

Lori Lewis
Village Clerk

VILLAGE OF DEER CREEK
TAX INCREMENT FINANCING DISTRICT

Deer Creek, Illinois

Annual Report

**of the
TIF District**

For The Year Ended April 30, 2015

Unit Code 090/020/32

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

FY 2015

Name of Redevelopment Project Area: VILLAGE OF DEER CREEK TIF DISTRICT
Primary Use of Redevelopment Project Area*: COMBINATION/MIXED
If "Combination/Mixed" List Component Types: RESIDENTIAL AND COMMERCIAL
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one): Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/>

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F		X
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits from any source equal or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2)] If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L		X
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only of the Intergovernmental agreements labeled Attachment M		X

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2015

TIF NAME: VILLAGE OF DEER CREEK TIF DISTRICT

Fund Balance at Beginning of Reporting Period \$ 90,278

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	\$ 303,061	\$ 3,685,535	98%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 1,773	\$ 23,659	1%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule) EXPENSE REIMBURSEMENTS	\$ 30,000	\$ 45,735	1%

*must be completed where current or prior year(s) have reported funds

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period \$ 334,834

Cumulative Total Revenues/Cash Receipts \$ 3,754,929 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 369,105

Distribution of Surplus

Total Expenditures/Disbursements \$ 369,105

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS \$ (34,271)

FUND BALANCE, END OF REPORTING PERIOD* \$ 56,007

* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3) \$ (598,884)

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

FY 2015

TIF NAME: VILLAGE OF DEER CREEK TIF DISTRICT

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >\$10,000 SECTION 3.2 B MUST BE COMPLETED

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
ACCOUNTING	245	
ADMINISTRATION	5,000	
		\$ 5,245
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		\$ -
3. Property assembly, property acquisition, building demolition, site preparation and environmental site improvement costs. Subsections (q)(2), (o)(2) and (o)(3)		
		\$ -
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4)		
		\$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
STREET REPAIRS	660	
ENGINEERING	14,989	
PARK IMPROVEMENTS	1,800	
PROPERTY PURCHASE/BUILDING DEMOLITION/REPAIRS	37,596	
TREE REMOVAL	6,342	
SOLAR PROJECT	140,832	
LAGOON CLEANUP	22,000	
WATER AND SEWER REPAIRS	9,385	\$ 233,604
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		\$ -

SECTION 3.2 A

PAGE 2

7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)		
		\$ -
8. Financing costs related to obligations issued by the municipality. Subsection (q) (6) and (o)(8)		
ALTERNATE REVENUE BOND PAYMENT	20,000	
BACKHOE PAYMENT	3,831	
		\$ 23,831
9. Approved taxing district's capital costs. Subsection (q)(7) and (o)(9)		
DEER CREEK LIBRARY DISTRICT	3,909	
DEER CREEK FIRE PROTECTION DISTRICT	3,579	
DEER CREEK TOWNSHIP	5,493	
DEER CREEK TOWNSHIP ROAD DISTRICT	5,725	
DEER CREEK - MACKINAW COMMUNITY UNIT SCHOOL DISTRICT #701	66,715	
MACKINAW VALLEY WATER AUTHORITY	145	
VILLAGE OF DEER CREEK GENERAL FUND	14,266	
ILLINOIS CENTRAL COMMUNITY COLLEGE	6,593	\$ 106,425
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		\$ -
12. Payments in lieu of taxes as defined in Subsections 11-74.43(m) and 11-74.6-10(k). Subsection (q)(9) and (o)(11)		
		\$ -
13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)		
		\$ -

SECTION 3.2 A

PAGE 3

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 369,105

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FY 2015

TIF NAME: VILLAGE OF DEER CREEK TIF DISTRICT

FUND BALANCE, END OF REPORTING PERIOD \$ 56,007

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		

Total Amount Designated for Obligations \$ - - \$ -

2. Description of Project Costs to be Paid

PUBLIC PROJECTS		\$ 186,435
PRIVATE PROJECTS		\$ 253,223
INTERGOVERNMENTAL AGREEMENTS		\$ 145,233
FINANCING COSTS		\$ 70,000

Total Amount Designated for Project Costs \$ 654,891

TOTAL AMOUNT DESIGNATED \$ 654,891

SURPLUS*/(DEFICIT) \$ (598,884)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2015

TIF NAME: VILLAGE OF DEER CREEK TIF DISTRICT

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

 No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	SITE OF POTENTIAL NEW WATER TREATMENT PLANT
Street address:	107 W. 1ST ST., DEER CREEK, IL. 61733
Approximate size or description of property:	67.33' X 142'
Purchase price:	60,000.00
Seller of property:	MIKE BONVILLE

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

FY 2015

TIF NAME: VILLAGE OF DEER CREEK TIF DISTRICT

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			5
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 2,810,000	\$ -	\$ -
Public Investment Undertaken	\$ 2,310,489	\$ 100,000	\$ 1,100,000
Ratio of Private/Public Investment	1 8/37		0

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE

GRANTS - OTHER GOVERNMENTS

Private Investment Undertaken (See Instructions)			\$ -
Public Investment Undertaken	\$ 135,000		
Ratio of Private/Public Investment	0		0

Project 2:

SCHIELER PROPERTIES

Private Investment Undertaken (See Instructions)	\$ 2,500,000		
Public Investment Undertaken	\$ 170,000		
Ratio of Private/Public Investment	14 12/17		0

Project 3:

1ST SECURITY BANK

Private Investment Undertaken (See Instructions)	\$ 310,000		
Public Investment Undertaken	\$ 59,585		
Ratio of Private/Public Investment	5 15/74		0

Project 4:

VILLAGE INFRASTRUCTURE

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 1,805,072	\$ 100,000	\$ 1,100,000
Ratio of Private/Public Investment	0		0

Project 5:

SOLAR PROJECT AT LAGOON

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 140,832		
Ratio of Private/Public Investment	0		0

Project 6:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

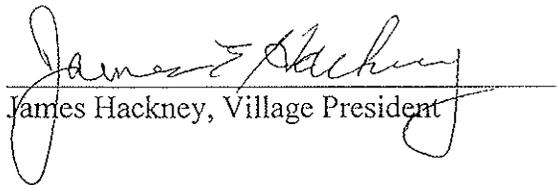


James Hackney, Village President
P.O. Box 38
Deer Creek, IL 61733
Phone or Fax: 309-447-6749
www.deercreekillinois.org

Certification of
Chief Executive Officer

The undersigned, James Hackney, President of the Village of Deer Creek, Illinois, hereby certifies that to the best of his knowledge, the Village of Deer Creek has complied with all of the requirements of 65 ILCS 5/11-74.4-1 et.seq., during the Village's preceding Fiscal Year, May 1, 2013 through April 30, 2015.

Signed this 11th day of June, 2015


James Hackney, Village President

ATTACHMENT B

“Bridging Past, Present and Future”

Voice – (309) 359-3461
Fax – (309) 359-8918
Danvers – (309) 963-4312
www.mcgrathpc.com
mcgrathpc@frontier.com



**MCGRATH
LAW OFFICE, P.C.**

113 S. Main St.
P.O. Box 139
Mackinaw, Illinois 61755

Attorneys
Mark J. McGrath
Patrick B. McGrath
Paralegal
Denise L. Chrestenson

Legal Opinion

June 17, 2015

President and Board of Trustees
Village of Deer Creek
P.O. Box 38
Deer Creek, Illinois 61733

Re: Village of Deer Creek Tax Increment Financing District

Dear President Hackney and Board of Trustees:

On July 16, 2002, the Village directed and authorized my firm to serve as attorney for the Village in connection with the administration of the TIF district. Part of that service involves providing an annual legal opinion on the TIF district.

During the fiscal year 2001 my firm did not act as the Village attorney for the TIF District. Legal services were provided during that time by Thomas N. Jacob and Associates and/or other firms, organization or entities that he owned, controlled or directed. Since I did not provide the legal services during that time, I previously requested that the Village Clerk furnish to me certain information. I have relied upon that information for the purposes of this letter. I have also relied upon Jim's opinion letter that the Village is in compliance with the Tax Increment Financing District statute. I refer back only to what happened in 2002 and forward since if there had been a problem prior to 2002 that problem could carry over in the future and my firm would not know about it.

A Joint Review Board meeting must be held annually. The Joint Review Board is required to meet within 180 days after the close of your fiscal year or as soon as the re-development project audit for the fiscal year becomes available. The purpose of this meeting is to review the effectiveness and status of the development project area to date. The required annual report that is specified in 65 ILCS 5/11-74.4-5(d) should be furnished to the taxing bodies prior to that meeting together with written notice of the meeting. I have been furnished a copy of the minutes from last year's joint review board. As of the date of this letter the Joint Review Board is not required to have yet met. This meeting should be scheduled within the statutory mandated time period.

Based upon the information furnished to me and the opinion rendered by Village President Hackney, it is my opinion for the fiscal year of May 1, 2014 through April 30, 2015 that the Village of Deer Creek has complied with the requirements of the Tax Increment Allocation Re-Development Act 65 ILCS 5/1-74.4-1 et. al. As noted, this is based on a review of information

ATTACHMENT C

J:\Wordfiles\Municipal\Village of Deer Creek\1696.86 2015 TIF Ltr.docx/af

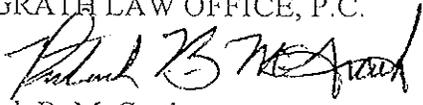
COPY

June 17, 2015

furnished to me by the Village, my review of the Ordinances and actions taken by the Village Board and based upon the written opinion furnished to me by Village President Hackney.

The opinions in this letter are based upon current Illinois law and the facts we have been given. The opinions that are expressed within this letter are limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. The opinion is rendered solely for your benefit for the CPA audit by John Grimes and no other person or entity shall be entitled to rely on any matters set forth herein without the express written consent of this law firm.

Very Truly Yours,
MCGRATH LAW OFFICE, P.C.

BY: 
Patrick B. McGrath
Attorney for the Village of Deer Creek

PBM:af

cc: John Grimes, CPA

ATTACHMENT C

**VILLAGE OF DEER CREEK
TIF DISTRICT
ANALYSIS OF OBLIGATED BALANCES
FOR THE YEAR ENDED APRIL 30, 2015**

	Year Ended		
	Original Obligations	April 30, 2015 Expenditures	Remaining Obligations
I. PUBLIC PROJECTS			
Water and Sewer Upgrades	\$135,000	\$172,217	(\$349,995)
Water Tower	400,000	-	141,680
Street and Sidewalk Upgrades	200,000	21,991	(128,647)
Community Center	150,000	-	124,135
Public Pool	350,000	-	350,000
Village Garage	25,000	-	25,000
Extension of Pump House	40,000	-	40,000
Equipment	120,000	3,831	13,198
Alternative Public Well	50,000	-	41,555
Park Improvements	60,000	1,800	21,863
Street Repairs	80,000	-	(32,625)
Grant - Fire Protection District	35,000	-	-
Grant - Library District	100,000	-	-
Miscellaneous	-	37,596	(59,729)
TOTAL PUBLIC PROJECTS	\$1,745,000	\$237,435	\$186,435
II. PRIVATE PROJECTS			
Land Acquisition	\$31,000	-	\$31,000
Engineering	22,000	-	22,000
Streets	26,000	-	26,000
Water	16,000	-	16,000
Site Preparation	17,000	-	17,000
Closing Costs	13,000	-	13,000
Eligible Costs	170,000	-	159,940
Legal Services	20,000	-	(11,922)
Miscellaneous	25,000	5,245	(19,795)
Grant - 1st Security Bank	59,585	-	-
TOTAL PRIVATE PROJECTS	\$399,585	\$5,245	\$253,223
III. CAPITAL COSTS			
Deer Creek-Mackinaw CUSD #701		\$66,715	(\$795,894)
Mackinaw Valley Water Authority		145	(1,683)
Fire Protection District		3,579	(38,884)
Library District		3,909	(40,582)
Village General Fund		14,266	(165,780)
Deer Creek Twp. Road District		5,725	(68,098)
iL Central Community College		6,593	(75,970)
Deer Creek Township		5,493	(67,876)
TOTAL CAPITAL COSTS	\$1,400,000	\$106,425	\$145,233
IV. PRIVATE REDEVELOPMENT PROJECTS:			
Schieler Properties	\$170,000	-	-
V. FINANCING COSTS:			
Alternate Revenue Bond Payment	\$400,000	\$20,000	\$70,000
Rural Development Bonds	111,780	-	-
Village Hall Building Loan Payment	113,048	-	-
Temporary Village Loan	14,400	-	-
TOTAL EXPENDITURES	\$4,353,813	\$369,105	\$654,891

ATTACHMENT D

**VILLAGE OF DEER CREEK TIF DISTRICT
ANALYSIS OF ANNUAL EXPENDITURES
FOR THE YEAR ENDED APRIL 30, 2015**

	<u>Year Ended April 30 2015</u>	<u>Total Expenditures 1998-2015</u>
I. PUBLIC PROJECTS		
Water and Sewer Upgrades	\$172,217	\$484,995
Water Tower	-	258,320
Street and Sidewalk Upgrades	21,991	328,647
Park Improvements	1,800	38,137
Test Well	-	8,445
Equipment	3,831	106,802
Community center	-	25,865
Street Repairs	-	112,625
Grant-Fire Protection District	-	35,000
Grant-Library District	-	100,000
Miscellaneous	37,596	59,729
TOTAL PUBLIC PROJECTS	<u>\$237,435</u>	<u>\$1,558,565</u>
II. PRIVATE PROJECTS		
Legal Services	-	\$31,922
Eligible costs	-	10,060
Grant - 1st Security Bank	-	59,585
Miscellaneous	5,245	44,795
TOTAL PRIVATE PROJECTS	<u>\$5,245</u>	<u>\$146,362</u>
III. CAPITAL COSTS		
Deer Creek-Mackinaw CUSD #701	\$66,715	\$795,894
Mackinaw Valley Water Authority	145	1,683
Deer Creek Fire Protection District	3,579	38,884
Deer Creek Library District	3,909	40,582
Village General Fund	14,266	165,780
Deer Creek Twp. Road District	5,725	68,098
IL. Central Community College	6,593	75,970
Deer Creek Township	5,493	67,876
TOTAL CAPITAL COSTS	<u>\$106,425</u>	<u>\$1,254,767</u>
IV. PRIVATE REDEVELOPMENT CONTRACTS		
Schieler Properties	-	<u>\$170,000</u>
V. FINANCING COSTS		
Alternative Revenue Bond Payment	<u>\$20,000</u>	<u>\$330,000</u>
Rural Development Bonds	-	<u>\$111,780</u>
Village Hall Building Loan Payment	-	<u>\$113,048</u>
Temporary Village Loan	-	<u>\$14,400</u>
TOTAL EXPENDITURES	<u>\$369,105</u>	<u>\$3,698,922</u>

ATTACHMENT F

Village of Deer Creek

P.O. Box 38
Deer Creek, IL 61733

Tuesday October 21, 2014
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 6:45 p.m.

Members present on the sign-in sheet were:

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.

Karl Eschelbach moved and Grant Hackney seconded the motion to approve the minutes of the October 15, 2013 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.

Tony Berardi moved and Karl Eschelbach 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 20, 2015 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 6:54 p.m.

Respectfully Submitted,



Lori Lewis
Village Clerk

ATTACHMENT H

**VILLAGE OF DEER CREEK
SPECIAL TAX ALLOCATION FUND
TAX INCREMENT FINANCING DISTRICT
ACCOUNT SUMMARY
FOR THE YEAR ENDED APRIL 30, 2015**

Bank Balance, May 1, 2014 \$90,278

Receipts:

Property taxes	\$303,061
Grant expense reimbursement	30,000
Interest income	<u>1,773</u>

Total Receipts 334,834

Disbursements:

Deer Creek Library Dist.	Reimbursement	\$3,909
Deer Creek Fire Protection Dist.	Reimbursement	3,579
Deer Creek Township	Reimbursement	5,493
Deer Creek Road Dist.	Reimbursement	5,725
Dee-Mack CUSD #701	Reimbursement	66,715
Mackinaw Valley Water Auth.	Reimbursement	145
Village General Fund	Reimbursement	14,266
Illinois Central College	Reimbursement	6,593

Village General Fund	Administration	5,000
Village General Fund	Street repairs	660
Village General Fund	Engineering	14,989
Village General Fund	Park improvements	1,800
Village General Fund	Building demolition	1,125
Village General Fund	Building repairs	402
Village General Fund	Tree removal	6,342
Village Debt Service Fund	Alt. Bond Payment	20,000
Village Water & Sewer Fund	Backhoe payment	3,831
Village Water & Sewer Fund	Solar project	140,832
Village Water & Sewer Fund	Lagoon cleanup	22,000
Village Water & Sewer Fund	Water/sewer repairs	9,385
Village Water & Sewer Fund	Property purchase	30,000
Village Water & Sewer Fund	Building demolition	6,069
John P. Grimes, CPA	Accounting	<u>245</u>

Total Disbursements (369,105)

Bank Balance, April 30, 2015 \$56,007

ATTACHMENT K

JOHN P. GRIMES
CERTIFIED PUBLIC ACCOUNTANT
1214 TOWANDA PLAZA, PO BOX 3423
BLOOMINGTON, IL. 61702-3423
PH: (309) 827-8187

Independent Auditor's Report On Tax Increment Financing Compliance

President and Board of Trustees
Village of Deer Creek
Deer Creek, Illinois

I have audited the financial statements of the governmental activities, the business-type activities, and each major fund, which collectively comprise the Village's basic financial statements, and the related notes to the financial statements of the Village of Deer Creek, Illinois, as of and for the year ended April 30, 2015 and have issued my report thereon dated June 12, 2015.

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

The management of the Village of Deer Creek are responsible for compliance with laws and regulations. In connection with my audit, I selected and tested transactions and records to determine the Village's compliance with tax increment financing laws contained in subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142).

The results of my tests indicated that for the items tested, the Village of Deer Creek, Illinois, complied, in all material respects, with the section mentioned in the previous paragraph. Nothing came to my attention that caused me to believe that for the items not tested the Village was not in compliance with the section mentioned in the previous paragraph.



JOHN P. GRIMES, CPA

Bloomington, Illinois
June 12, 2015

ATTACHMENT L

**VILLAGE OF DEER CREEK TIF DISTRICT
 INTERGOVERNMENTAL AGREEMENTS
 FOR THE YEAR ENDED APRIL 30, 2015**

CURR YR PMT

AGREEMENT DATED FEBRUARY 18, 1997 BETWEEN VILLAGE AND
 DEER CREEK MACKINAW COMMUNITY SCHOOL DISTRICT #701.
 AGREEMENT DESCRIBES FORMULA USED TO COMPENSATE DISTRICT #701
 FOR LOSS OF REVENUE DUE TO TIF DISTRICT EXISTENCE.

CURRENT YEAR PAYMENT TO DISTRICT 701 \$66,715

IDENTICAL AGREEMENTS:

DEER CREEK FIRE PROTECTION DIST.	DATED 3/18/97	3,579
VILLAGE OF DEER CREEK	DATED 3/18/97	14,266
MACKINAW VALLEY WATER AUTHORITY	DATED 4/15/97	145
DEER CREEK LIBRARY DISTRICT	DATED 8/19/97	3,909
DEER CREEK TOWNSHIP	DATED 2/17/98	5,493
DEER CREEK ROAD DISTRICT	DATED 2/17/98	5,725
IL. CENTRAL COLLEGE DISTRICT 514	DATED 1/16/99	<u>6,593</u>

THE ABOVE SEVEN AGREEMENTS STATE THAT THE SAME PERCENTAGE
 USED TO REIMBURSE DISTRICT #701 WILL BE USED TO REIMBURSE
 THE SEVEN DISTRICTS.

TOTAL PAID FY15 \$106,425

ATTACHMENT M

Motion by member Neuhauser, Second by member Donahue to approve the Appointments/Reappointments **A**. Motion carried by Voice Vote.

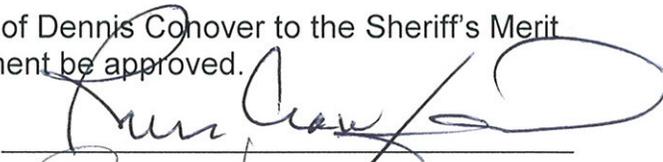
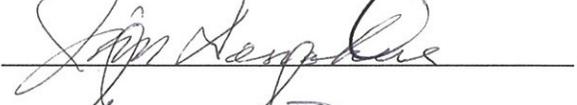
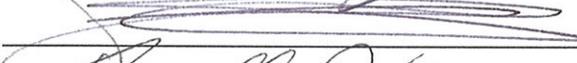
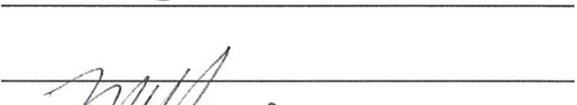
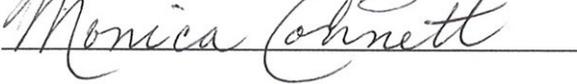
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Dennis Conover of 900 Caroline Street, Pekin, IL to the Sheriff's Merit Commission for a term commencing November 01, 2015 and expiring April 30, 2018.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Dennis Conover to the Sheriff's Merit Commission and we recommend said appointment be approved.

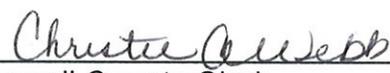
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Dennis Conover to the Sheriff's Merit Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Sheriff Robert Huston of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Motion by member Sinn, Second by member Proehl to approve Resolution 2.

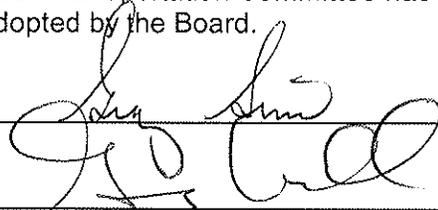
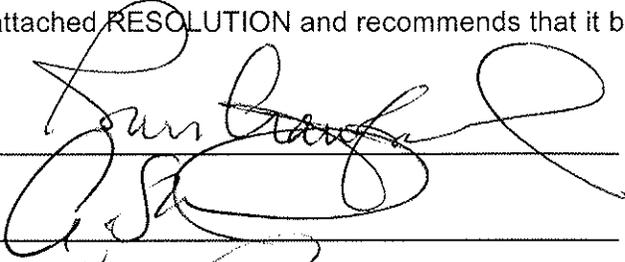
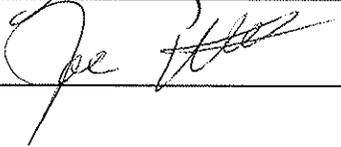
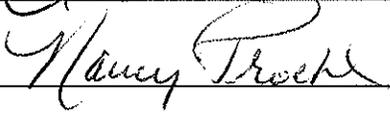
Motion by member Sinn, Second by member Harris to amend #2. Motion carried as amended by Voice Vote.

COMMITTEE REPORT

T-15-42

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the County Engineer has requested approval to receive bids for new equipment to replace old equipment or acquire new equipment; and

WHEREAS, the following equipment at the following associated net costs has been budgeted to be paid from the FY 2016 County Highway Tax Fund, New Equipment Line Item (202-311-544-000);

1. Replace Flat Bed Trailer	\$38,500	
2. Replace Engineer Vehicle	\$25,000	
3. Mowing Tractor (Lease)	\$35,500	
4. Loader / Backhoe (Lease)	\$6,000	
5. Replace Compact Loader	\$85,000	—
6. Wing Snow Plow	\$15,000	
7. Equipment Trailer	\$35,000	
8. Miscellaneous Items	\$20,000	

; and

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

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

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

PASSED THIS 18th DAY OF NOVEMBER, 2015 ;

ATTEST:



County Clerk



County Board Chairman

**FY2016 Budget - County Highway Fund
202-311-544-000
EQUIPMENT REPLACEMENT PROGRAM**

DESCRIPTION	ESTIMATED COST	TRADE IN	ESTIMATED NET COST
<i>old</i>			
2016			
✓ Replace Flat Bed Trailer	\$40,000	\$1,500	\$38,500
Replace Engineer Vehicle	\$30,000	\$5,000	\$25,000
Mowing Tractor Lease	\$35,500		\$35,500
Loader / Backhoe Lease	\$6,000		\$6,000
✓ Replace Compact Loader	\$95,000	\$10,000	\$85,000
Wing Snow Plow	\$15,000		\$15,000
✓ Equipment Trailer	\$35,000		\$35,000
Misc. Items	\$20,000		\$20,000
	\$276,500	\$16,500	\$260,000
2017			
End Loader Lease	\$30,000		\$30,000
Mowing Tractor Lease	\$38,000		\$38,000
Loader / Backhoe Lease	\$6,000		\$6,000
Replace Tandem # 15	\$170,000	\$30,000	\$140,000
Misc. Items	\$20,000		\$20,000
	\$264,000	\$30,000	\$234,000
2018			
Replace Pickup	\$35,000	\$8,000	\$27,000
Mowing Tractor Lease	\$38,000		\$38,000
Loader / Backhoe Lease	\$6,000		\$6,000
Wing Snow Plow	\$15,000		\$15,000
Replace Tandem	\$175,000	\$30,000	\$145,000
Misc. Items	\$20,000		\$20,000
	\$289,000	\$38,000	\$251,000

replace tandem 18

**FY2016 Budget - County Highway Fund
202-311-544-000
EQUIPMENT REPLACEMENT PROGRAM**

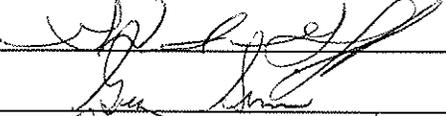
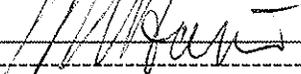
New

DESCRIPTION	ESTIMATED COST	TRADE IN	ESTIMATED NET COST
2016			
Lease: Tractors/Mowers	\$35,500		\$35,500
Lease: Backhoe	\$6,000		\$6,000
Replace Tandem #18	\$165,000	\$31,500	\$133,500
Replace Engineer Vehicle	\$30,000	\$5,000	\$25,000
Wing Snow Plow	\$15,000		\$15,000
Misc. Items	\$20,000		\$20,000
	\$271,500	\$36,500	\$235,000
2017			
Lease: Tractors/Mowers	\$38,000		\$38,000
Lease: Backhoe	\$6,000		\$6,000
Replace Tandem #15	\$170,000	\$30,000	\$140,000
Replace Compact Loader	\$65,000	\$40,000	\$25,000
Misc. Items	\$20,000		\$20,000
	\$299,000	\$70,000	\$229,000
2018			
Lease: Tractors/Mowers	\$38,000		\$38,000
Lease: Backhoe	\$6,000		\$6,000
Replace Tandem	\$170,000	\$30,000	\$140,000
Replace Pickup	\$38,000	\$9,500	\$28,500
Replace Engineer Vehicle	\$30,000	\$5,000	\$25,000
Misc. Items	\$20,000		\$20,000
	\$302,000	\$44,500	\$257,500

Motion by member Imig, Second by member Grimm to approve Resolution 5. 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, 2015 and expiring November 30, 2016.

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 18th DAY OF NOVEMBER, 2015.

ATTEST:


County Clerk


County Board Chairman



Tazewell County Animal & Rabies Control Administrator Agreement

THIS AGREEMENT entered into as of the 1st day of December, 2015 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 Ryan Sanders, 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 of 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.
- G. Vaccinate against rabies animals four months of age or older taken to adoption outreach events or transferred to licensed organizations such as breed rescue groups or other animal shelters.

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.

To: Administrator

21314 Illinois Route 9, PO Box 158
Tremont, IL 61568
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:

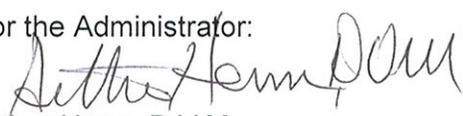
Tazewell County Board Chairman
Date: _____



For the Administrator:

Arthur Herm, D.V.M.

Date: 10/28/2015



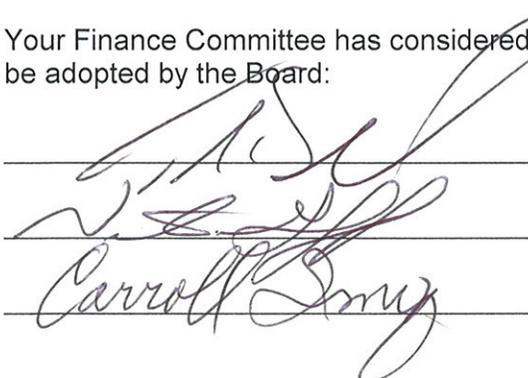
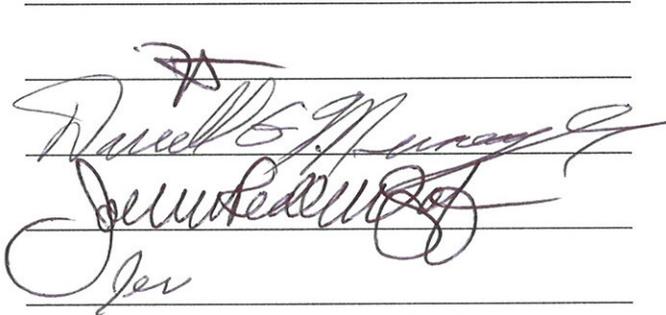
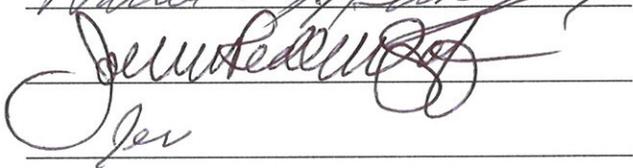
Motion by member Graff, Second by member Sundell to approve Resolution 19. Motion carried by Voice Vote but Harris & Connett.

Motion by member Redlinshafer, Second by member Connett to amend Resolution 19 and hold for a special meeting.
Redlingshafer states he would like to have a special meeting so that the Board members could get all questions answered and they could then make at that time make a written agreement regarding Sun Guard.
There were also discussions of lawsuits and services.
Member Connett feels this Board needs to be audited to help determine why the bills are not being paid.

Amendment was withdrawn due to the end of the fiscal year and the Auditor stated she would like to take funds from this fiscal year and not Fiscal year 2016.

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 a loan to the Tazewell County Emergency Telephone System Board; and

WHEREAS, ETSB receives funding from the State of Illinois from cellular telephone surcharges in the amount of \$70,000 per month but due to the current Illinois budget impasse they have not received these funds since August, 2015; and

WHEREAS, this revenue shortfall has depleted all of their reserve funds; and

WHEREAS, the ETSB is a critical public safety agency for Tazewell County and is responsible for the maintenance of the 9-1-1 telephone system which allows calls to be directed to the dispatch center responsible for dispatching police, fire and emergency medical services; and

WHEREAS, the County Board is authorizing an interest free loan of \$200,000 on 12-01-15 from the General Fund which is to be repaid during FY16; and

WHEREAS, the County Board is also authorizing an additional \$50,000 loan if cellular telephone surcharge funds are not released by the State of Illinois as of January 04, 2016 which will also be interest free and to be repaid during FY16; and

WHEREAS, the purpose of this loan is to allow the ETSB to pay routine expenses including payroll to ensure continuous operation of the 9-1-1 system in Tazewell County.

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 Director of the Tazewell County Emergency Telephone System Board, the Treasurer and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:


County Clerk


County Board Chairman

**INTERGOVERNMENTAL LOAN AGREEMENT
BETWEEN
THE COUNTY OF TAZEWELL, ILLINOIS AND
THE EMERGENCY TELEPHONE SYSTEM BOARD**

THIS LOAN AGREEMENT (hereinafter “the Agreement”) is entered into this 18th day of November, 2015 by and between the County of Tazewell, Illinois (hereinafter “the County”), a body politic and corporate, and the Emergency Telephone System Board, a public body created and authorized pursuant to 50 ILCS 750 and Tazewell County Code Title 2, Chapter 7.

WITNESSETH:

WHEREAS, 55 ILCS 5/5-1005 authorizes a County to make all contracts and do other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers; and

WHEREAS, ETSB is normally funded by surcharges authorized in the Emergency Telephone System Act (50 ILCS 750) and distributed by the State of Illinois;

WHEREAS, ETSB represents to the County that ETSB has depleted their funds; and

WHEREAS, the ETSB is a critical public safety agency for Tazewell County and is responsible for the maintenance of the 9-1-1 telephone system which allows calls to be directed to the dispatch center responsible for dispatching police, fire and emergency medical services; and

WHEREAS, the County of Board of Tazewell County finds that the financial stability and operations of the ETSB are in the best interests of the citizens of Tazewell County; and

WHEREAS, the County Board of Tazewell County intends to provide financial assistance to the ETSB in the form of a no interest loan for the purpose of assisting ETSB in satisfying its debts, meeting its operating expenses and achieving financial stability; and

WHEREAS, the Tazewell County Board has adopted a resolution and authorizes a no interest loan be made to ETSB.

NOW, THEREFORE, the parties agree as follows:

1. **Incorporation.** Each of the “Whereas” paragraphs is incorporated by reference into this Agreement.

2. **Loan Amount.** The County agrees to provide a loan to ETSB in the sum of two hundred thousand dollars (\$200,000) on December 1, 2015 to be made from the County of Tazewell General fund. The County agrees to provide an additional loan in the sum of fifty-thousand dollars (\$50,000) to ETSB if the ETSB does not receive funds from the State of Illinois on or before January 4, 2016.
3. **Interest.** The loan shall be provided free of interest.
4. **Repayment Obligation.** The ETSB agrees to pay to the County the full amount of any loan made. ETSB shall make payment during the County's fiscal year 2016. Any failure to refund the full amount of monies paid by the County pursuant to this Agreement will subject ETSB and its officers and employees to any authorized and applicable remedies available at law. If the full amount of any loan made under this agreement is not re-paid in full to the County on or before December 1, 2016, the County Treasurer is hereby authorized by agreement of the parties hereto to directly withdraw from the ETSB fund any and all monies up to the full amount of the loans made under this agreement and deposit those monies into the County General fund.
5. **Termination and Discretion of County.** The County is under no obligation to make the loan payments to ETSB under this agreement. If at any time, the County determines that the loan payments to ETSB are no longer in the best interests of the County or its citizens, the County may terminate any payments under this agreement and require ETSB to refund all monies paid by the County under this agreement on a schedule to be determined by the County. In the event that the Tazewell County Board determines that the loan payments under this agreement should be terminated, ETSB will be provided by the County with a written notification of such as well as a written demand for a refund of any monies paid by the County and a written schedule for repayment. Any failure to refund the full amount of monies paid by the County under this Agreement on a schedule imposed by the County following a termination of payments and demand of refund by the County under the terms of this Agreement will subject ETSB and its officers and employees to any authorized and applicable remedies available at law.
6. **Full Accounting Obligation.** ETSB shall at all times comply with all accounting and budget reporting and disclosure obligations as imposed by law. In addition, prior to any loan payment being made under this agreement and at all times until ETSB has made full repayment to the County of any loan payments remitted, the ETSB shall provide to the County Auditor any and all financial information and documents in the possession of the ETSB requested by the County Auditor at any time without restriction including but not limited to bills, invoices, receipts, vouchers, records of payments, spreadsheets, lists of vendors, expenditures and any document related to the financial accounting of ETSB.

7. **Notice.** Any notice, request or demand or other communication regarding this agreement shall be in writing. Written notices to be provided under this agreement shall be sent to the following persons at the following addresses:

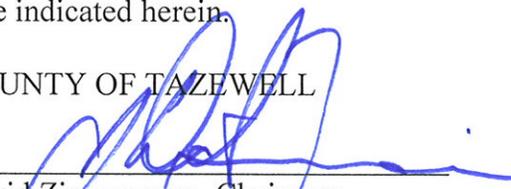
TAZEWELL COUNTY
Board Chairman
11 S. 4th Street
Pekin, IL 61554

ETSB
Chairman
2964 Court Street
Pekin, IL 61554

8. **Additional Provisions.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date indicated herein.

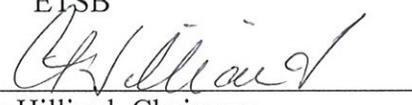
COUNTY OF TAZEWELL

By: 
David Zimmerman, Chairman

Date: 11/18/15

ATTEST: Christina Webb
County Clerk

ETSB

By: 
Craig Hilliard, Chairman

Date: 18 November 2015

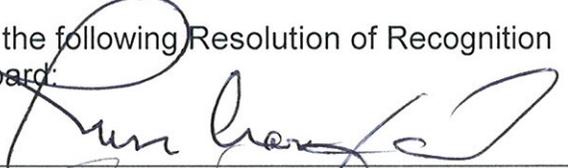
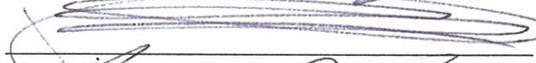
ATTEST: 

Motion by member Rinehart, Second by member Donahue to approve Resolution 24. Motion carried by Voice Vote.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

Resolution of Recognition

WHEREAS, the County's Executive Committee recommends that the County Board recognize Morton Chess Coach, James Vernon; and

WHEREAS, on October 13, 2015, Mr. Vernon thwarted a knife attack which had potential to cause significant harm to the sixteen children and several adults who were occupying a room at the Morton Public Library; and

WHEREAS, the Tazewell County Board wishes to celebrate and recognize the heroic action of James Vernon.

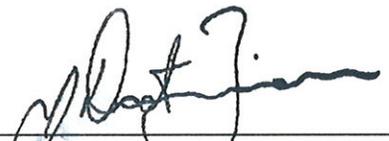
THEREFORE BE IT RESOLVED that the County Board approve this recognition.

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

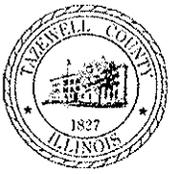
PASSED THIS 18th DAY OF NOVEMBER, 2015.

ATTEST:


County Clerk


County Board Chairman

Motion by member Wolfe, Second by member Vanderheydt to approve Calendar of meetings for December 2015 & January 2016. Motion carried by Voice Vote.



Tazewell County Board Calendar of Meetings January 2016

New Year's Day	Friday, January 01	County Offices Closed
Zoning Board of Appeals (Newman)	Tuesday, January 05 6:00pm - JCCR	Connett, Crawford, Hillemonds, Mingus, Redlingshafer, Rinehart, Sciortino, Sundell
Ad-Hoc Rules and Recodification (Redlingshafer)	Thursday, January 07 8:00am – County Board office	Deiningner, Holly, Proehl, Rinehart, Webb
Land Use (Hillemonds)	Tuesday, January 12 5:00pm – Jury Room	Rinehart, Connett, Crawford, Mingus, Redlingshafer, Sciortino, Sundell
Insurance Review (Zimmerman)	Thursday, January 14 3:00pm – Jury Room	Neuhauser, Aeilts, Connett, Gillespie, Johnson, Kreiter, Malavolti, Moretto, Richmond, Wolfe
Health Services (Imig)	Thursday, January 14 5:30pm - TCHD	Sundell, Graff, Harris, Holford, Mingus, Sinn, Vanderheydt
Transportation (Sinn)	Monday, January 18 8:00am - Tremont	Proehl, Crawford, Holford, Menold, Rinehart, Sciortino, Wolfe
Property (Grimm)	Tuesday, January 19 3:30pm - JCCR	Donahue, Meisinger, Menold, Neuhauser, Proehl, Vacancy, Vanderheydt, Wolfe
Finance (Neuhauser)	Tuesday, January 19 following Property - JCCR	Graff, Connett, Donahue, B. Grimm, Harris, Hillemonds, Imig, Meisinger, Mingus, Redlingshafer
Human Resources (Harris)	Tuesday, January 19 following Finance - JCCR	Meisinger, Connett, Donahue, Graff, B. Grimm, Hillemonds, Imig, Mingus, Neuhauser, Redlingshafer
Risk Management (Zimmerman)	Wednesday, January 20 4:00pm – Jury Room	Neuhauser, Connett, Crawford, Donahue, Graff, Grimm, Harris, Hillemonds, Imig, Meisinger, Sinn *(Auditor, Treasurer, State's Attorney)*
Executive (Zimmerman)	Wednesday, January 20 following Executive	Neuhauser, Connett, Crawford, Donahue, Graff, Grimm, Harris, Hillemonds, Imig, Meisinger, Sinn
Board of Health (Burton)	Monday, January 25 6:30pm - TCHD	Imig
County Board	Wednesday, January 27 6:00 pm – JCCR	All County Board Members

Chairman Zimmerman acknowledged Officer Davis

Amy Fox was also praised for the Nation Accreditation and all of her hard work.

Chairman also wanted to wish Jerry Vanderheydt a very Happy Birthday as he turned 80!

Board Recessed at 6:54p.m. Next Meeting will be held on January 27, 2015.

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 November 18, 2015 at 6:00p.m. The originals of which are in my custody in my office and that I am the Legal custodian of the same.

In Testimony Whereof, I have hereunto subscribed my hand and affixed the Seal of the said County at my office in Pekin, Illinois this 18th day of November, 2015.