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E-21-110 38. Approve appointment of Supervisor of Assessments

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#### **Upon Approval of In-Place meeting**

E-21-96 a. Appointment of Brad Zimmerman to the Morton Area Farmers Fire Protection District

e-21-105 b. Reappointment of William Conrad to the Schaeferville Fire Protection District


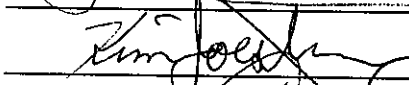
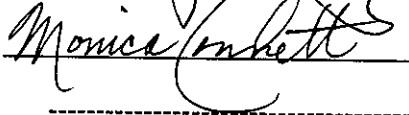
e-21-108 c. Appointment of Dean Nafziger to the Hopedale Fire Protection District Fire Protection District

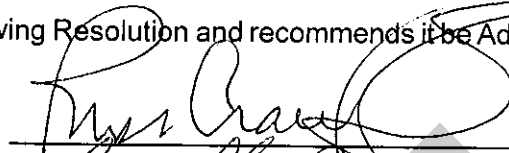

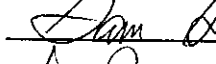

DRAFT

COMMITTEE REPORT  
LU-21-05

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

  
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R E S O L U T I O N

**WHEREAS**, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance to amend Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

**WHEREAS**, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for said Amendment be approved by the County Board.

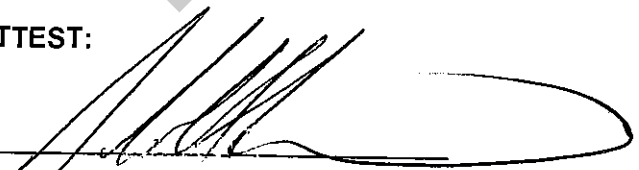
**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this resolution;

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the County Clerk notify American Legal Publishing Corporation and Kristal Bachman, the Tazewell County Community Development Administrator of this action.

Adopted this <sup>26<sup>26</sup></sup> 26 day of MAY, 2021.

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

ATTEST:

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

**AN ORDINANCE AMENDING TITLE XV, CHAPTER 157  
ZONING CODE OF TAZEVELL COUNTY**

Proposed Amendment No. 60  
(Zoning Board Case No. 21-24-A)

**WHEREAS**, an Amendment to the Tazewell County Zoning Code hereinafter was previously referred by the TAZEVELL COUNTY LAND USE COMMITTEE to the Zoning Board of Appeals for hearing; and

**WHEREAS**, a public hearing on said Amendment was held May 4, 2021, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

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

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

which findings of fact are hereby accepted by this Board as the reason for approving the Amendment hereinafter authorized.

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

**SECTION 1**

(remove all language as stricken and replace with areas in bold print)

**BULK CHART**

**§157.073 BULK CHART. (Prior Code T7CC 1-6(b) (changes to be accordingly)**

**SECTION 2**

**§ 157.055 ACCESSORY DWELLINGS.**

An accessory dwelling shall be permitted in any residential and agriculture district in accordance with the following requirements:

- (G) An accessory dwelling may be located in an ~~unattached garage~~ **detached accessory structure** for the residents of the principal dwelling;

**SECTION 3**

**R-1 LOW DENSITY RESIDENTIAL DISTRICT**

**§157.152 HEIGHT.**

The following height regulations shall apply in the R-1 District:

- (D) ~~Accessory Structures shall not exceed the building height of an existing Principal Structure located on the lot in question.~~

**SECTION 4**

**R-2 MULTI-FAMILY RESIDENTIAL DISTRICT**

**§157 172 HEIGHT.**

The following height regulations shall apply in the R-2 District:

- (D) ~~Accessory Structures shall not exceed the building height of an existing Principal Structure located on the lot in question.~~

is hereby granted.

**WHEREAS**, this amendatory ordinance shall take effect immediately upon passage as provided by law.

**PASSED AND ADOPTED** this 26 day of MAY, 2021.

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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

ATTEST:   
 \_\_\_\_\_  
 County Clerk  
 Tazewell County, Illinois





Schedule of Prices


Item	Delivery	Approximate Quantity	Unit Price	Amount
Mowing Pekin Landfill	N.A.	1 Lump Sum	11,300	\$11,300

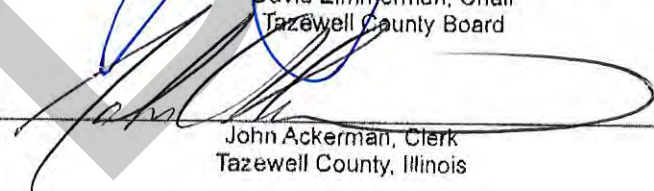
The undersigned agrees to furnish and install any or all of the above materials upon which prices are quoted at the above quoted unit prices subject to the following conditions:

- (1) It is understood and agreed that the current "Standard Specifications for Road and Bridge Construction" adopted by the Department of Transportation shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- (2) It is understood that quantities listed are approximate only and that they may be increased or decreased as needed to promptly complete the work at the above unit price quoted. Quotations with limits or conditions may be rejected at the sole discretion of Tazewell County.
- (3) The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotaling.

Bidder Central Landscaping By Aaron Cowser

Address 12512 W. Mendell Rd. Princeville, IL 61559 Title Estimator

Accepted By  Date 05-28-21  
 David Zimmerman, Chair  
 Tazewell County Board

Attest  Date 05-26-2021  
 John Ackerman, Clerk  
 Tazewell County, Illinois

Tazewell County Health Department  
21306 Illinois Route 9  
Tremont, Illinois 61568  
Amy Fox -- Administrator

## Request for Quotations

Phone: (309) 925-5511  
FAX: (309) 925-4381  
E-Mail: tazconth@tchd.net

Municipality (Not Applicable)	Company Central Landscaping LP
County Tazewell	Representative
Township (Not Applicable)	Address 12512 W. Mendell Rd. Princeville, IL 61559
Project Pekin Landfill - 2021 Mowing	Telephone (309)-385-4832

- (1) Quotations will be received in the office of the Health Dept. Administrator  
until 4:30 o'clock P. M. May 3, 2021 for improvements that are a part of  
Project Pekin Landfill - 2021 Mowing and at that time publicly opened and read.
- (2) The right is reserved by the Awarding Authority to reject any or all quotations.

By Order of Tazewell County Board

Amy Fox, Administrator

Name, Title

4/19/2021

Date

1. Applicable Specifications and Special Provisions are enclosed.
2. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals.
3. Submission of a quotation shall be conclusive assurance and warranty the bidder has examined the Site and Existing Facilities, Specifications and Special Provisions and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
4. The bidder shall take no advantage of any error or omission in the proposal.
5. All proposals shall be filed prior to the time and at the place specified above. Proposals received after the time specified may be rejected at the sole discretion of the Awarding Authority.
6. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing, via facsimile, via e-mail or in person before the time for the deadline for receipt of proposals specified above.
7. In case of conflict between this Request for Quotations, including all Specifications and Special Provisions, and any part, or parts, of the Proposal of the successful Bidder, said Request for Quotations, including all Specifications and Special Provisions, shall take precedence and shall govern.
8. Written quotations may be delivered to the mailing address above, transmitted via facsimile to the FAX number above or transmitted electronically to the e-mail address above.



**TAZEWELL COUNTY, ILLINOIS  
SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, the Supplemental Specifications and Recurring Special Provisions in effect on the date of invitation for quotations, which apply to and govern the construction of Project Pekin Landfill - 2021 Mowing, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

**DESCRIPTION OF WORK:** The work of this project consists of mowing the Pekin Landfill and related work.

**LOCATION:** The location for this work is the Pekin Landfill located at 11938 Towerline Road. The Tazewell County PIN (Parcel Identification Number) of this property is 11-11-30-300-004. The areas of work are identified on the location map included herein.

**MOWING:** The work of this item includes mowing all areas within the red boundary line for mowing as shown on the map included herein with rotary pull-behind type mowers or equivalent mowing equipment as determined by the Tazewell County Health Department including hand trimming around all facilities projecting out of the ground which will include gas vents, gas probes, groundwater monitoring wells, monitoring points, culverts, and leachate tanks. The mowing shall include mowing all sloped areas and mowing as near as practicable to all riprap areas.

This work shall include two separate mowings of the entire area. The first mowing shall be completed no sooner than June 1, 2021 and no later than July 15, 2021. The second mowing shall be completed no sooner than October 15, 2021 and no later than November 15, 2021.

Only properly maintained tractors and mowing equipment with properly sharpened blades to ensure thorough cutting will be allowed.

All mowing equipment shall be set at a 5 inch (5") cutting height.

All mowing shall be performed at the proper speed to ensure thorough cutting.

The successful bidder shall notify Melissa Goetze from Tazewell County Health Department a minimum 48 hours prior to the date and time that mowing begins to provide for on-site inspection by the Tazewell County Health Department.

The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of the work. Submission of a quote shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work.

This work shall be paid for at the contract unit price per LUMP SUM for MOWING PEKIN LANDFILL.

**EMPLOYMENT PRACTICES:** The provisions of Check Sheet #LRS11 "Special Provision for Employment Practices" included herein shall apply to this contract.

**PREVAILING WAGE:** The prevailing wages pursuant to The Prevailing Wage Act (820 ILCS 130), as amended, shall apply to this contract in accordance with the provisions of Check Sheet #LRS12 "Special Provision for Wages of Employees on Public Works" included herein.

Prevailing wage rates may be obtained from the IDOL (Illinois Department of Labor) web-site at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

**SELECTION OF LABOR:** The requirements of the Employment of Illinois Workers on Public Works Act, as amended, which establishes in part that all contractors and subcontractors performing any contractual public work subject to the Prevailing Wage Act shall employ a certain percentage of Illinois labor during a period of excessive unemployment in Illinois, shall apply to this contract in accordance with Check Sheet #LRS13 "Special Provision for Selection of Labor" included herein.

**SUBSTANCE ABUSE PREVENTION PROGRAM:** The requirements of Public Act 95-0635, effective January 1, 2008, as amended, which establishes that all contractors and subcontractors performing any contractual public work subject to the Prevailing Wage Act shall have in place a written Substance Abuse Prevention Program filed with the public body engaged in public works, shall apply to this contract in accordance with Check Sheet #LRS17 "Special Provision for Substance Abuse Prevention Program" included herein.

**PRECAUTIONS FOR UTILITIES:** The Contractor shall take whatever precautions which may be necessary to protect the property of the various public utilities which may be located underground or above ground, at or adjacent to the site of this improvement. The Contractor will be required to repair or replace at their own expense, or bear the cost, to repair or replace, any public utility property which has been damaged through his negligence. The procedure and specifications of repair will be in accordance with the regulations and/or policy of the utility.

**JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS:**

The Contractor's attention is directed to the fact that there exists within the State of Illinois a Joint Utility Locating Information for Excavators (J.U.L.I.E.) System. All utility companies and municipalities which have gas mains and a number of others are a part of this system. Instead of the Contractor notifying each individual utility owner that they will be working within the area, it will only be necessary to call the number of the J.U.L.I.E. System which is 1-(800)-892-0123 and they will notify all utility companies involved that their respective utility should be located. A minimum of 48 hours advance notice is required and the political name of the township where the work is located, as shown on the cover sheet, along with other location information such as land section and quarter section will have to be given.



THE UNIVERSITY OF CHICAGO  
DIVISION OF THE PHYSICAL SCIENCES  
DEPARTMENT OF PHYSICS  
530 SOUTH EAST ASIAN AVENUE  
CHICAGO, ILLINOIS 60607  
TEL: (773) 936-3700  
FAX: (773) 936-3701  
WWW: WWW.PHYSICS.UCHICAGO.EDU

UNIVERSITY OF CHICAGO	DEPARTMENT OF PHYSICS	530 SOUTH EAST ASIAN AVENUE	CHICAGO, ILLINOIS 60607	TEL: (773) 936-3700	FAX: (773) 936-3701	WWW: WWW.PHYSICS.UCHICAGO.EDU
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PHYSICS 694	PHYSICS 695	PHYSICS 696	PHYSICS 697	PHYSICS 698	PHYSICS 699	PHYSICS 700



CHECK SHEET #LRS11

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
EMPLOYMENT PRACTICES

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**Selection of Labor.** The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

**Equal Employment Opportunity.** During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

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

**CHECK SHEET #LRS11**

- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



CHECK SHEET #LRS12

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999  
Revised: January 1, 2015

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records, except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general

**CHECK SHEET #LRS12**

prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

DRAFT

CHECK SHEET #LRS13

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
SELECTION OF LABOR

Effective: January 1, 1999  
Revised: January 1, 2012

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

**CHECK SHEET #LRS17**

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

**SPECIAL PROVISION  
FOR  
SUBSTANCE ABUSE PREVENTION PROGRAM**

Effective: January 1, 2008  
Revised: January 1, 2014

In addition to all other labor requirements set forth in this proposal and in the Standard Specification for Road and Bridge Construction, adopted by the Department, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

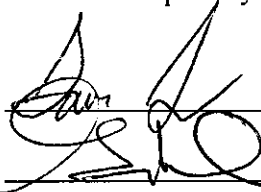

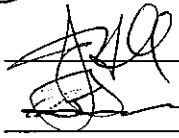

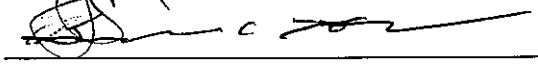
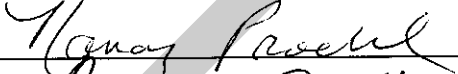

**Substance Abuse Prevention Program.** Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in 820 ILCS 265 or shall have a collective bargaining agreement in effect dealing with the subject matter of 820 ILCS 265.

The Contractor and any subcontractor shall file with the public body engaged in the construction of the public works: a copy of the Substance Abuse Prevention Program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

**WHEREAS**, subject to the approval of the County Board, accepted the following low bid:

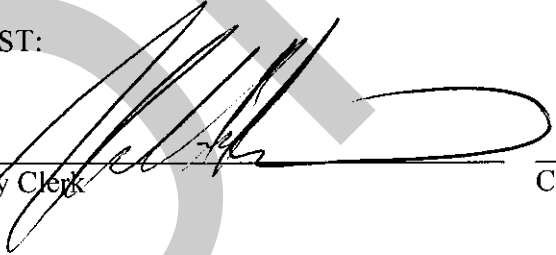
Section 21-00000-06-GM (6.993 Miles: Bituminous Surface Treatment, Class A-2 on Wagonseller Road - CH 10 and Armington Road (CH 8); To R.A. Cullinan & Son, in the amount of \$392,417.12, to be paid from County Matching Tax Funds.

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

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

ADOPTED this 26th day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

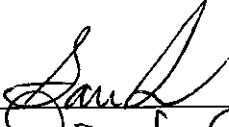

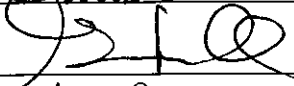



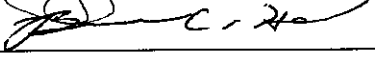
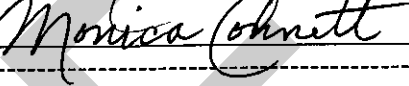
Sheet 1 of 1

Tazewell County		DATE: May 13, 2021		R.A. Cullinan & Son					
Seal Coat									
Sec. 21-00000-06-GM		APPROVED ESTIMATE: \$ 379,230.00		BID: \$ 392,417.12		BID: \$ -		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS C&S CT (CRSP)	TON	263	\$ 920.00	\$ 241,960.00	\$ 971.13	\$ 255,407.19	\$ -	\$ -
2	COVER COAT AGG(FRAC CA-16 OR FRAC CA20)	TON	1263	\$ 60.00	\$ 75,780.00	\$ 64.31	\$ 81,223.63	\$ -	\$ -
3	SEAL COAT AGG(ACBF CM-21)	TON	581	\$ 90.00	\$ 50,490.00	\$ 87.39	\$ 49,025.79	\$ -	\$ -
4	TRAF CONT & PROT SPL	L SUM	1	\$ 11,000.00	\$ 11,000.00	\$ 6,760.61	\$ 6,760.61	\$ -	\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

Boynton Road District, Section 21-01000-01-GM (7.072 Miles Bit Surf Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$192,715.09, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110 and Township Local Funds.

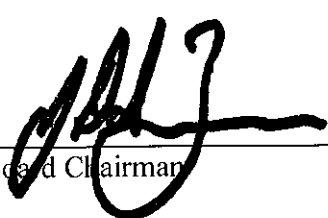
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 26th day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

Sheet 1 of 1

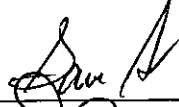
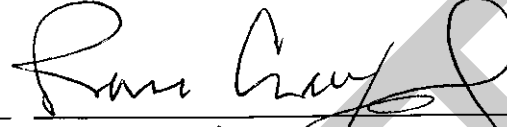
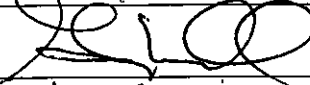



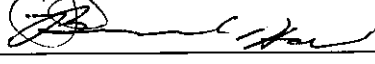
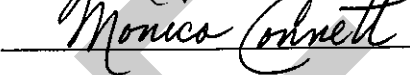
Tazewell County		DATE: May 13, 2021		R. A. Cullinan					
Boynton R.D.									
Sec. 21-01000-01-GM		APPROVED ESTIMATE: \$ 195,129.00		BID: \$ 192,715.09		BID: \$ -		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS SE CT (CRSP)	TON	155	\$ 875.00	\$ 135,625.00	\$ 847.70	\$ 131,393.50	\$ -	\$ -
2	SEAL COAT AGG (CA-16)	TON	830	\$ 35.00	\$ 29,050.00	\$ 35.20	\$ 29,216.00	\$ -	\$ -
3	SEAL COAT AGG (Black Trap Rock CA-16)	TON	347	\$ 82.00	\$ 28,454.00	\$ 85.52	\$ 29,675.44	\$ -	\$ -
4	TRAF CONT & PROT SPL	L SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 2,430.15	\$ 2,430.15	\$ -	\$ -



**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

Cincinnati Road District, Section 21-02000-01-GM (6.843 Miles Bituminous Materials (Fog Seal)): To R.A. Cullinan & Son, in the amount of \$110,896.20, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 26th day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

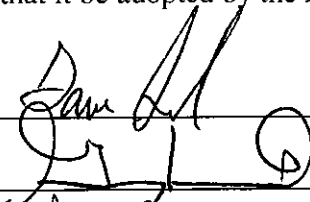
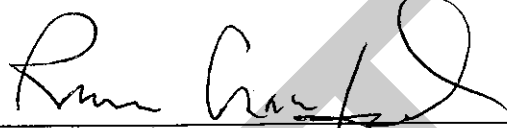
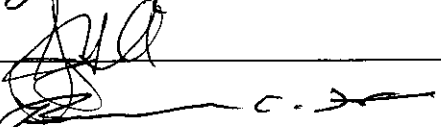


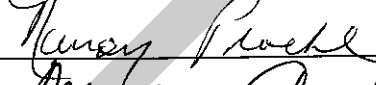
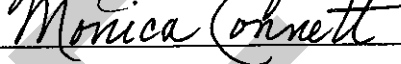
Sheet 1 of 1

Tazewell County Cincinnati R.D. Sec. 21-02000-01-GM		DATE: May 13, 2021		R.A. Cullinan					
APPROVED ESTIMATE:				\$ 128,068.00		BID: \$ 110,896.20		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BIT MATLS (FOG SEAL)	SQ YD	81702	\$ 1.50	\$ 122,553.00	\$ 1.27	\$ 103,761.54	\$ -	\$ -
2	MAN. VALVE & INL PROT	EACH	10	\$ 1.50	\$ 15.00	\$ 67.78	\$ 677.80	\$ -	\$ -
3	ROADWAY SWEEPING (SPL)	L SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 3,956.86	\$ 3,956.86	\$ -	\$ -
4	TRAF CONT & PROT SPL	L SUM	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

Delavan Road District, Section 21-04000-01-GM (4.479 Miles Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$91,721.19, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

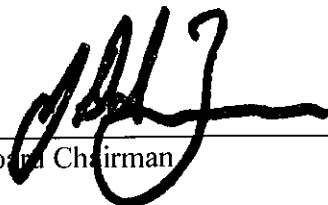
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 26th day of May, 2021

ATTEST:

  
County Clerk

  
County Board Chairman

STATE OF ILLINOIS  
TABULATION OF BIDS

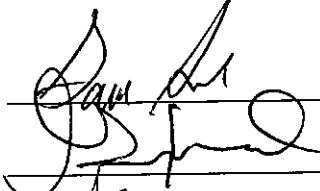
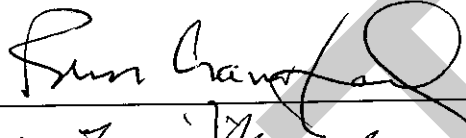
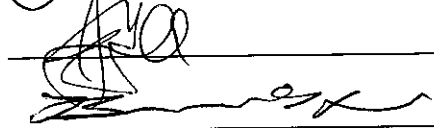



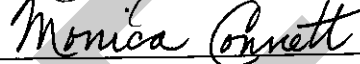
Sheet 1 of 1

Tazewell County Delavan R.D. Sec. 21-04000-01-GM		DATE: May 13, 2021			R.A. Cullinan						
APPROVED ESTIMATE:					\$ 88,672.00		BID: \$ 91,721.19		BID: \$ -		
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BIT MATLS SE CT (PG52-28)	TON	67	\$ 1,000.00	\$ 67,000.00	\$ 1,004.66	\$ 67,312.22	\$ -	\$ -	\$ -	\$ -
2	SEAL COAT AGG (CA-16)	TON	608	\$ 34.00	\$ 20,672.00	\$ 34.79	\$ 21,152.32	\$ -	\$ -	\$ -	\$ -
3	TRAF CONT & PROT SPL	L SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 3,256.65	\$ 3,256.65	\$ -	\$ -	\$ -	\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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


Dillon Road District, Section 21-05000-01-GM (7.124 Miles Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$152,788.54, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

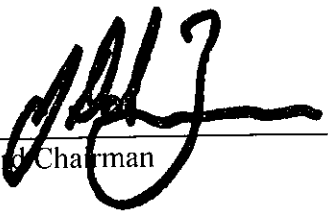
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 26th day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

Sheet 1 of 1

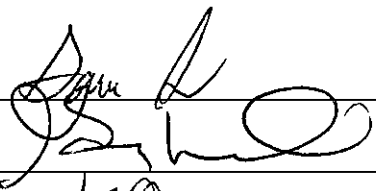
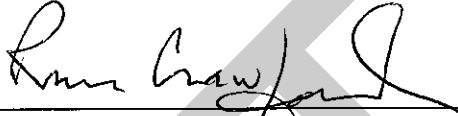
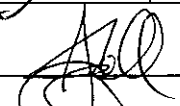

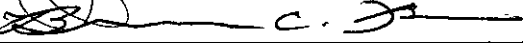

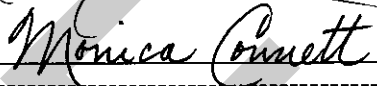
Tazewell County Dillon R.D. Sec. 21-05000-01-GM						R.A. Cullinan					
DATE: May 13, 2021						BID: \$ 152,788.54		BID: \$ -		BID: \$ -	
APPROVED ESTIMATE: \$ 143,062.00						TOTAL		TOTAL		TOTAL	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BIT MATLS SE CT (PG46-28)	TON	105	\$ 1,000.00	\$ 105,000.00	\$ 1,100.74	\$ 115,577.70	\$ -	-	\$ -	-
2	SEAL COAT AGG (CA-16)	TON	949	\$ 38.00	\$ 36,062.00	\$ 34.84	\$ 33,063.16	\$ -	-	\$ -	-
3	TRAF CONT & PROT SPL	L SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 4,147.68	\$ 4,147.68	\$ -	-	\$ -	-

DRAFT

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

**WHEREAS**, the Transportation Committee received bids; and

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

Elm Grove Road District, Section 21-06000-01-GM (8.353 Miles Bituminous Surface Treatment, Class A-1 and/or A-2): To R.A. Cullinan & Son, in the amount of \$298,335.77, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 26th day of May, 2021

ATTEST:

  
County Clerk

  
County Board Chairman

STATE OF ILLINOIS  
TABULATION OF BIDS

Sheet 1 of 1

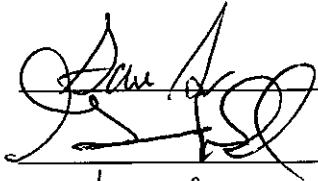

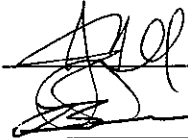

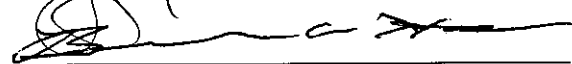
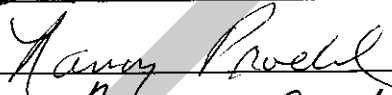

Fazewell County		DATE: May 13, 2021		R.A. Cullinan					
Elm Grove R.D.									
Sec. 21-06000-01-GM									
APPROVED ESTIMATE:				\$ 285,604.00		BID: \$ 298,335.77		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS C&S CT (CRSP)	TON	228	\$ 880.00	\$ 200,640.00	\$ 905.91	\$ 206,547.48	\$ -	\$ -
2	COVER COAT AGG (CA-14)	TON	188	\$ 38.00	\$ 7,144.00	\$ 55.41	\$ 10,417.08	\$ -	\$ -
3	SEAL COAT AGG (EAF CM-16)	TON	1076	\$ 60.00	\$ 64,560.00	\$ 63.48	\$ 68,304.48	\$ -	\$ -
	SEAL COAT AGG (CA-16)	TON	285	\$ 36.00	\$ 10,260.00	\$ 32.91	\$ 9,379.35	\$ -	\$ -
	TRAF CONT & PROT SPL	L SUM	1	\$ 3,000.00	\$ 3,000.00	\$ 3,687.38	\$ 3,687.38	\$ -	\$ -



**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

Groveland Road District, Section 21-08000-01-GM (2.182 Miles Bit Surf Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$189,195.84, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

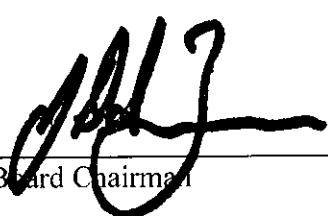
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 26th Day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

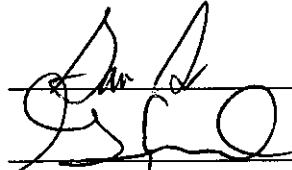



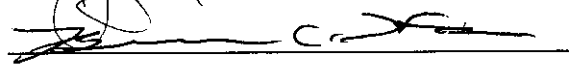
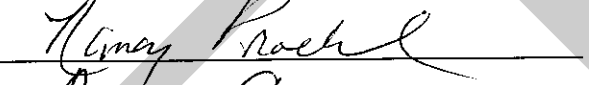

Sheet 1 of 1

Tazewell County Groveland R.D. Sec. 21-08000-01-GM		DATE: May 13, 2021		R.A. Cullinan		Porter Bros		BID: \$ -			
APPROVED ESTIMATE:				\$ 185,857.00		BID: \$ 189,195.84		BID: \$ 168,518.51			
ITEM NO	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS SE CT (CRSP)	TON	57	\$ 900.00	\$ 51,300.00	\$ 1,105.26	\$ 62,999.82	\$ 910.46	\$ 51,896.22	\$ -	\$ -
2	BIT MATLS SE CT (PG52-28)	TON	72	\$ 1,000.00	\$ 72,000.00	\$ 960.57	\$ 69,161.04	\$ 785.57	\$ 56,561.04	\$ -	\$ -
3	SEAL COAT AGG (CA-18)	TON	652	\$ 36.00	\$ 23,472.00	\$ 32.32	\$ 21,072.64	\$ 32.63	\$ 21,274.76	\$ -	\$ -
4	SEAL COAT AGG (Black Trap Rock CA-16)	TON	401	\$ 85.00	\$ 34,085.00	\$ 80.86	\$ 32,424.86	\$ 90.49	\$ 36,286.49	\$ -	\$ -
5	TRAF CONT & PROT SPL	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 3,537.48	\$ 3,537.48	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

Hittle Road District, Section 21-09000-01-GM (4.556 Miles Bit. Surf. Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$101,922.92, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

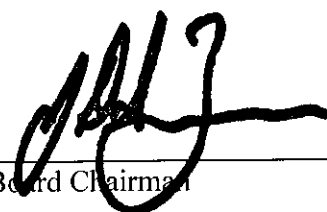
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 26th day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS



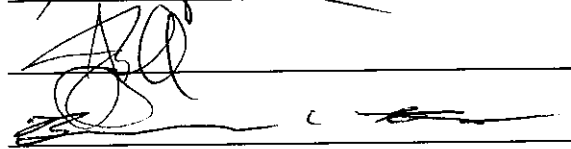


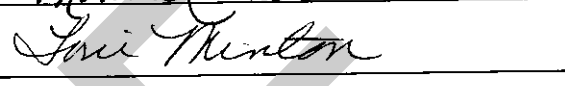
Sheet 1 of 1

Tazewell County Hittle R.D. Sec. 21-09000-01-GM		DATE: May 13, 2021				R.A. Cullinan					
APPROVED ESTIMATE: \$ 103,150.00						BID: \$ 101,922.92		BID: \$ -		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS SE CT (CRSP)	TON	88	\$ 920.00	\$ 80,960.00	\$ 922.30	\$ 81,162.40	\$ -	\$ -	\$ -	\$ -
2	SEAL COAT AGG (CA-16)	TON	673	\$ 30.00	\$ 20,190.00	\$ 30.03	\$ 20,210.19	\$ -	\$ -	\$ -	\$ -
3	TRAF CONT & PROT SPL	L SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 550.33	\$ 550.33	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

Hopedale Road District, Section 21-10000-01-GM (4.652 Miles Bituminous Surface Treatment, Class A-1 and/or Class A-2): To R.A. Cullinan & Son, in the amount of \$114,688.49, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

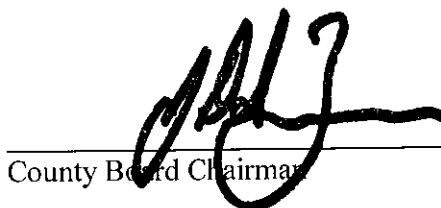
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 26th day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

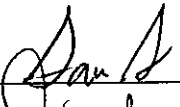




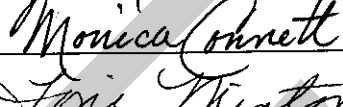
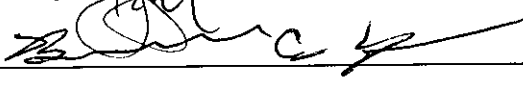
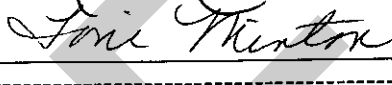
Sheet 1 of 1

Tazewell County Hopedale R.D. Sec. 21-10000-01-GM		DATE: May 13, 2021		R.A. Cullinan					
APPROVED ESTIMATE:				\$ 121,222.00	BID: \$ 114,688.49	BID: \$ -	BID: \$ -		
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS SE CT (CRSP)	TON	89	\$ 1,000.00	\$ 89,000.00	\$ 922.13	\$ 82,069.57	\$ -	\$ -
2	COVER COAT AGG (CA-14)	TON	165	\$ 42.00	\$ 6,930.00	\$ 39.84	\$ 6,573.60	\$ -	\$ -
3	SEAL COAT AGG (CA-16)	TON	647	\$ 36.00	\$ 23,292.00	\$ 34.51	\$ 22,327.97	\$ -	\$ -
4	TRAF CONT & PROT SPL	L SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 3,717.35	\$ 3,717.35	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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


Little Mackinaw Road District, Section 21-11000-01-GM (10.550 Miles Bit. Surf. Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$193,338.26, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

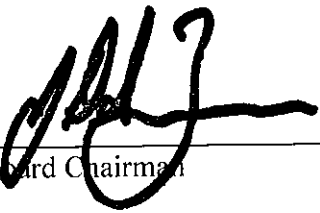
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

PASSED This 26th Day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

Sheet 1 of 1

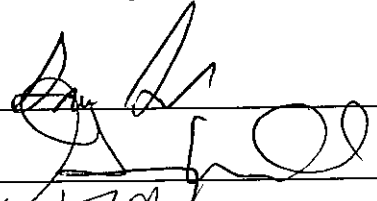


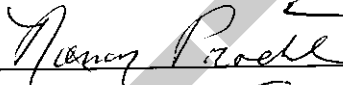
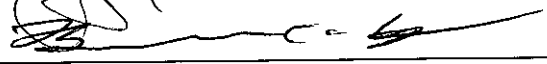


Tazewell County Little Mackinaw R.D. Sec. 21-10000-01-GM						DATE: May 13, 2021		R.A. Cullinan			
APPROVED ESTIMATE: \$ 183,056.00						BID: \$ 193,338.26		BID: \$ -		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BIT MATLS SE CT (PG52-28)	TON	152	\$ 945.00	\$ 143,640.00	\$ 954.70	\$ 145,114.40	\$ -	\$ -	\$ -	\$ -
2	SEAL COAT AGG (CA-16)	TON	1372	\$ 28.00	\$ 38,416.00	\$ 34.76	\$ 47,690.72	\$ -	\$ -	\$ -	\$ -
3	TRAF CONT & PROT SPL	L SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 533.14	\$ 533.14	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

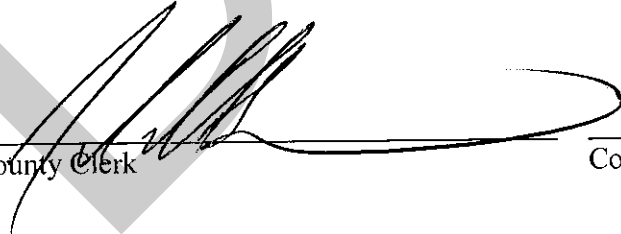
Malone Road District, Section 21-13000-01-GM (7.097 Miles of Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$135,400.06, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

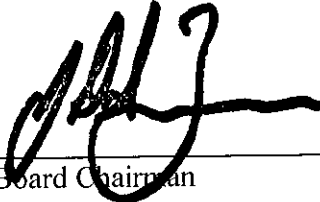
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 26th Day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

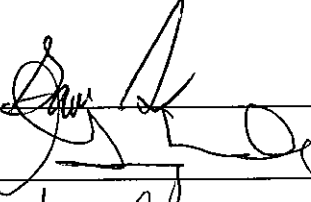

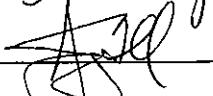
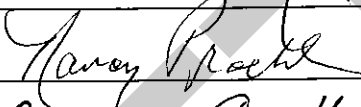
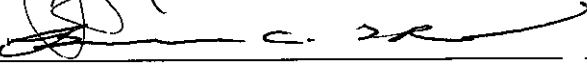


Sheet 1 of 1

Tazewell County Malone R.D. Sec. 21-13000-01-GM						R.A. Cullinan					
DATE: May 13, 2021						BID: \$ 135,400.06		BID: \$ -		BID: \$ -	
APPROVED ESTIMATE: \$ 134,128.00											
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BIT MATLS SE CT (PG52-28)	TON	104	\$ 980.00	\$ 101,920.00	\$ 994.09	\$ 103,385.36	\$ -	\$ -	\$ -	\$ -
2	SEAL COAT AGG (CA-16)	TON	944	\$ 32.00	\$ 30,208.00	\$ 33.34	\$ 31,472.96	\$ -	\$ -	\$ -	\$ -
3	TRAF CONT & PROT SPL	L SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 541.74	\$ 541.74	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

Sand Prairie Road District, Section 21-16000-01-GM (6.410 Miles Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$120,009.20, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

PASSED THIS 26th DAY OF MAY, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

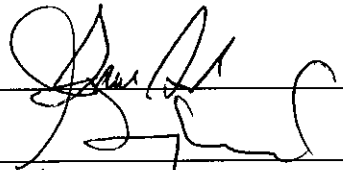



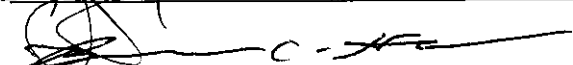


Sheet 1 of 1

Tazewell County Sand Prairie R.D. Sec. 21-16000-01-GM						R.A. Cullinan					
DATE: May 13, 2021											
APPROVED ESTIMATE: \$ 122,040.00						BID: \$ 120,009.20		BID: \$ -		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BIT MATLS SE CT (PG52-28)	TON	93	\$ 1,000.00	\$ 93,000.00	\$ 977.72	\$ 90,927.96	\$ -	\$ -	\$ -	\$ -
2	SEAL COAT AGG (CA-16)	TON	845	\$ 32.00	\$ 27,040.00	\$ 33.80	\$ 28,561.00	\$ -	\$ -	\$ -	\$ -
3	TRAF CONT & PROT SPL	L SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 520.24	\$ 520.24	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

Spring Lake Road District, Section 21-17000-01-GM (5.981 Miles – Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$125,979.41, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

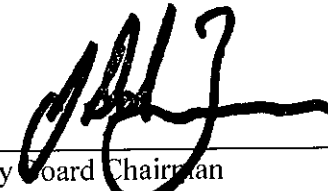
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED THIS 26th DAY OF May 2021

ATTEST:

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

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

STATE OF ILLINOIS  
 TABULATION OF BIDS

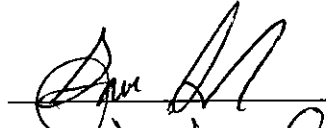






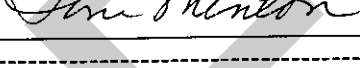
Sheet 1 of 1

Tazewell County Spring Lake R.D. Sec. 21-17000-01-GM						R.A. Cullinan					
DATE: May 13, 2021						BID: \$ 125,979.41		BID: \$ -		BID: \$ -	
APPROVED ESTIMATE: \$ 135,036.00											
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BIT MATLS SE CT (PG52-28)	TON	94	\$ 1,100.00	\$ 103,400.00	\$ 1,056.01	\$ 99,264.94	\$ -	-	\$ -	-
2	SEAL COAT AGG (CA-16)	TON	851	\$ 36.00	\$ 30,636.00	\$ 30.73	\$ 26,151.23	\$ -	-	\$ -	-
3	TRAF CONT & PROT SPL	L SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 563.24	\$ 563.24	\$ -	-	\$ -	-
						\$ -	-	\$ -	-	\$ -	-

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

Tremont Road District, Section 21-18000-01-GM (7.262 Miles Bituminous Surface Treatment, Class A-1); To R.A. Cullinan & Son, in the amount of \$137,723.22, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

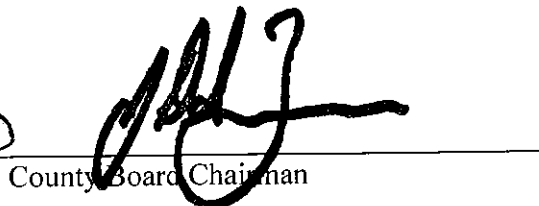
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 26th day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

Sheet 1 of 1

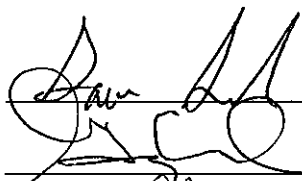
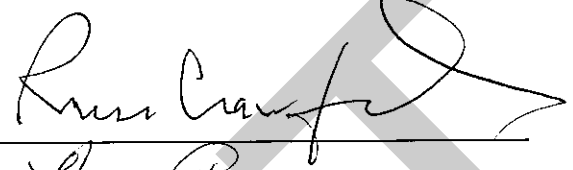
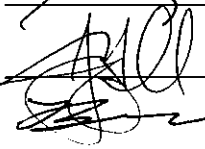

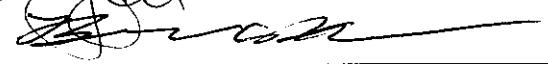


Tazewell County Tremont R.D. Sec. 21-18000-01-GM					DATE: May 13, 2021		R.A. Cullinan				
APPROVED ESTIMATE: \$ 147,896.00					BID: \$ 137,723.22		BID: \$ -		BID: \$ -		
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BIT MATLS SE CT (PG52-28)	TON	106	\$ 1,050.00	\$ 111,300.00	\$ 981.81	\$ 104,071.86	\$ -	\$ -	\$ -	\$ -
2	SEAL COAT AGG (CA-16)	TON	961	\$ 36.00	\$ 34,596.00	\$ 31.18	\$ 29,963.98	\$ -	\$ -	\$ -	\$ -
3	TRAF CONT & PROT SPL	L SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 3,687.38	\$ 3,687.38	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids; and

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

Washington Road District, Section 21-19000-01-GM (6.133 Miles – Bituminous Surface Treatment, Class A-1); To R.A. Cullinan & Son, in the amount of \$184,981.70, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

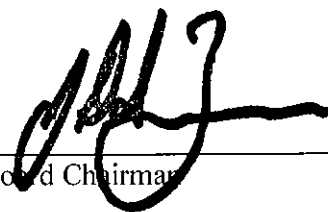
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 26th Day of May, 2021

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

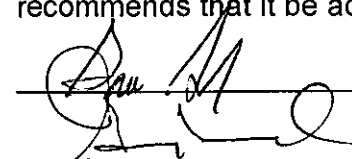
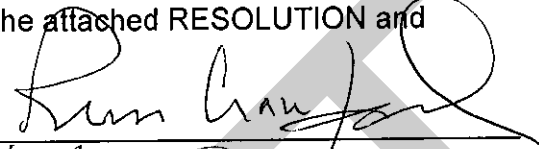
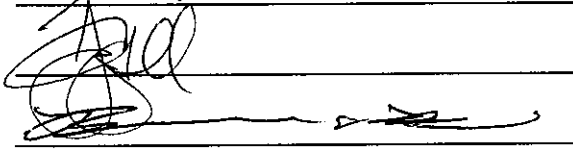
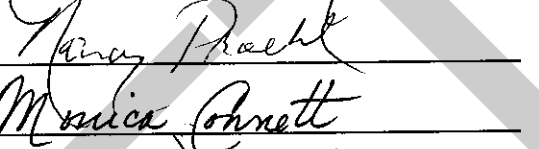

Sheet 1 of 1

Tazewell County Washington R.D. Sec. 21-19000-01-GM						R.A. Cullinan		Porter Bros			
DATE: May 13, 2021						APPROVED ESTIMATE: \$ 189,754.00		BID: \$ 184,981.70		BID: \$ 177,301.14	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BIT MATLS SE CT (CRSP)	TON	154	\$ 850.00	\$ 130,900.00	\$ 828.47	\$ 127,584.38	\$ 708.95	\$ 109,178.30		\$ -
2	SEAL COAT AGG (CA-16)	TON	381	\$ 34.00	\$ 12,954.00	\$ 36.44	\$ 13,883.64	\$ 28.84	\$ 10,988.04		\$ -
3	SEAL COAT AGG (EAF CM-16)	TON	660	\$ 65.00	\$ 42,900.00	\$ 60.57	\$ 39,976.20	\$ 82.78	\$ 54,634.80		\$ -
	TRAF CONT & PROT SPL	L SUM	1	\$ 3,000.00	\$ 3,000.00	\$ 3,537.48	\$ 3,537.48	\$ 2,500.00	\$ 2,500.00		\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

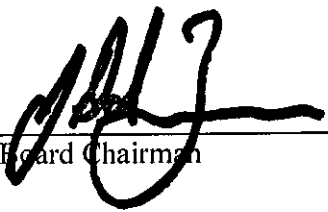
	
	
	

**THEREFORE BE IT RESOLVED**, that the County Clerk notify the County Board Chairman, County Administrator, Chairman of the Transportation Committee, and County Engineer of this action, and submit *three certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021

ATTEST:

  
County Clerk

  
County Board Chairman



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Original), Resolution Number (T-21-32 (P1 of 2)), and Section Number (21-00000-08-ES)

BE IT RESOLVED, by the Board of Tazewell Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Highway Department building upgrades and repairs

2. That there is hereby appropriated the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, John C. Ackerman County Clerk in and for said County

of Tazewell 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 original of a resolution adopted by

Board of Tazewell at a meeting held on May 26, 2021

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 26th day of May, 2021

(SEAL)

Clerk Signature and Date (05-26-2021)

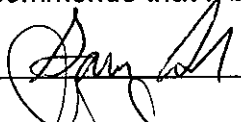
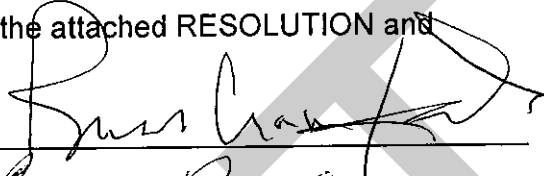

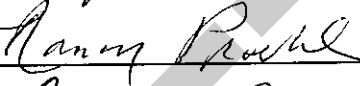
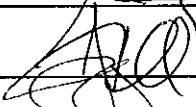

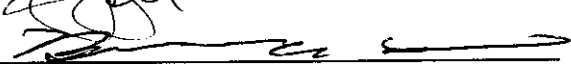

Approved

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.

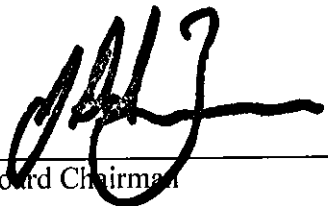
	
	
	
	

**THEREFORE BE IT RESOLVED**, that the County Clerk notify the County Board Chairman, County Administrator, Chairman of the Transportation Committee, and County Engineer of this action, and submit *three certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021

ATTEST:

  
County Clerk

  
County Board Chairman



# Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes  No

Resolution Type	Resolution Number	Section Number
Original	T-21-33 (P1 of 2)	21-00026-07-ES

BE IT RESOLVED, by the Board of the County of Tazewell Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Tazewell Governing Body Type Local Public Agency Type  
Name of Local Public Agency  
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
CH 14 (Toboggan Ave)	0.25	FAS 462	TR 186 (Brownwood Rd)	0.25 Mi East

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Embankment Sloughing/Stability Issues

2. That there is hereby appropriated the sum of Twenty-Five Thousand and 00/100 Dollars ( \$25,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, John C. Ackerman County Clerk in and for said County

of Tazewell 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 original of a resolution adopted by

Board of Tazewell at a meeting held on May 26, 2021

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 26th day of May, 2021

(SEAL)

Clerk Signature	Date
	05-26-2021

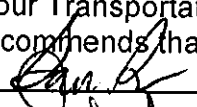

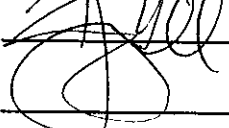

Approved

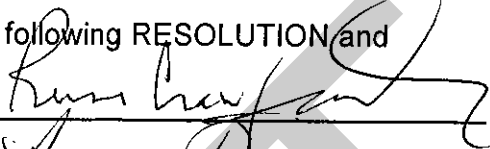

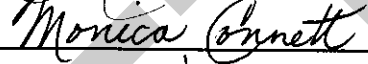
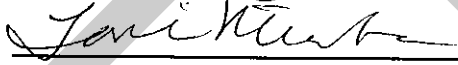
Regional Engineer Department of Transportation	Date

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

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

**RESOLUTION**

**WHEREAS**, embankment stability has become a chronic issue along the north side of Toboggan Avenue just east of the Brownwood Road intersection necessitating an engineering investigation and a subsequent agreement for engineering services; and

**WHEREAS**, an agreement titled *Local Public Agency Engineering Services Agreement* has been developed to provide funding for said Phase I preliminary engineering services; and

**WHEREAS**, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Maurer-Stutz, Inc.; and

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said *Local Public Agency Engineering Services Agreement* and authorize the County Board Chairman to sign said agreement; and

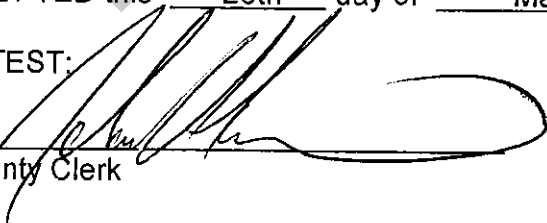
**WHEREAS**, said agreement shall be subject to approval by the Illinois Department of Transportation, and

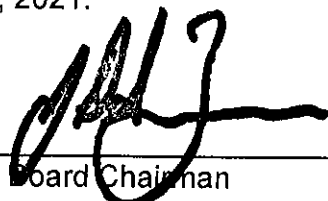
**THEREFORE BE IT RESOLVED**, that the County Board approve this recommendation.

**THEREFORE BE IT RESOLVED**, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action as well as submit four certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED this 26th day of May, 2021.

ATTEST:

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

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



Using Federal Funds?  Yes  No Agreement For  Agreement Type

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Tazewell County Highway Department	Tazewell	21-00026-07-ES	
Project Number	Contact Name	Phone Number	Email
	Craig Fink	(309) 925-5532	cfink@tazewell.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Toboggan Ave	CH 14		
Location Termini			Add Location
East of Brownwood Road			Remove Location

Project Description

Provide investigation Phase I preliminary engineering for the Toboggan Ave Embankment Stability on CH 14 (Toboggan Ave) east of Brownwood Road in Tazewell County.

Engineering Funding  MFT/TBP  State  Other

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Maurer-Stutz, Inc	Rick J. Anderson	(309) 693-7615	rjanderson@mstutz.com
Address	City	State	Zip Code
3116 N. Dries Ln.; Ste 100	Peoria	IL	61604

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded



## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514 )
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee:      Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where  $FF = (0.33 + R) DL + \%SubDL$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

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

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

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

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**


Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Maurer-Stutz, Inc.	27-1013849	\$14,099.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Ramsey Geotechnical Engineering, LLC	46-2893694	\$6,098.00
	Subconsultant Total	\$6,098.00
	Prime Consultant Total	\$14,099.00
	Total for all work	\$20,197.00
Add Subconsultant:		

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The  Local Public Agency Type of  Name of Local Public Agency

By  Date

By  Date

Name of Local Public Agency  Local Public Agency Type  Title

Name of Local Public Agency  Local Public Agency Type  Clerk

(SEAL)



Executed by the ENGINEER:

Consultant (Firm) Name  
Maurer-Stutz, Inc

Attest:

By  
*George B. Munkle*  
Date  
4/15/2021  
Title  
Senior Project Engineer

By  
*R. J. Adams*  
Date  
4/15/21  
Title  
Principal

APPROVED:

Regional Engineer, Department of Transportation  
Date



Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

21-00026-07-ES

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Investigation - Phase I Preliminary Engineering to include the following scope:

- Field Check
- Topo Survey
- Soil Borings
- Soil Properties Determination
- Preliminary Slope Stability Analysis
- Proposed Treatment(s) with Preliminary Cost Estimate(s)

DRAFT

Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

21-00026-07-ES

**EXHIBIT B  
PROJECT SCHEDULE**

Project Begins May 1, 2021  
Completion Date July 31, 2021

DRAFT

Local Public Agency

County

Section Number

Tazewell County Highway Department

Tazewell

21-00026-07-ES

**Exhibit C  
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input checked="" type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	3	\$65.00	\$195.00
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input checked="" type="checkbox"/> CADD	Actual cost (Max \$15/hour)	24	\$10.00	\$240.00
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<b>Total Direct Costs</b>				<b>\$435.00</b>



Local Public Agency

County

Section Number

Tazewell County Highway Department

Tazewell

21-00026-07-ES

**Exhibit D  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
-			
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



EXHIBIT E  
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET  
FIXED RAISE

Local Public Agency  
Tazewell County Highway Department

County  
Tazewell

Section Number  
21-00026-07-ES

Consultant (Firm) Name  
Maurer-Stutz, Inc

Prepared By  
George B. Merkle

Date  
4/5/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM 3 MONTHS  
START DATE 5/1/2021  
RAISE DATE 7/1/2021  
END DATE 7/31/2021

OVERHEAD RATE 152.59%  
COMPLEXITY FACTOR 0  
% OF RAISE 2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2021	7/1/2021	2	66.67%
1	7/2/2021	8/1/2021	1	34.00%

The total escalation = 0.67%

BLR 05514 (Rev. 03/12/21)  
Payroll Escalation

**MAXIMUM PAYROLL RATE**      **78.00**  
**ESCALATION FACTOR**      **0.67%**

**PAYROLL RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PE VIII	\$80.00	\$60.40
PE VI	\$49.75	\$50.08
SE VI	\$47.00	\$47.31
PLS VII	\$43.25	\$43.54
PLS V	\$35.00	\$35.23
ENG III	\$31.00	\$31.21
S/DT VI	\$38.00	\$38.25
TECH V	\$30.13	\$30.33
TECH I	\$19.00	\$19.13



Local Public Agency  
Tazewell County Highway Department

County  
Tazewell

Section Number  
21-00026-07-ES

**AVERAGE HOURLY PROJECT RATES**  
Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Field Check			Slide Survey			Geotechnical Engineering Services			Quality Assurance/Review			Meeting with Client		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PE VIII	80.40	10.0	7.52%	4.54	2	33.33%	20.13						2	14.29%	8.63	2	25.00%	15.10	
PE VI	50.08	18.0	13.53%	6.78	2	33.33%	18.69						2	14.29%	7.15	2	25.00%	12.52	
SE VI	47.31	8.0	6.02%	2.85									2	14.29%	6.76	2	25.00%	11.83	
PLS VII	43.54	1.0	0.75%	0.33				1	2.04%	0.89									
PLS V	35.23	1.0	0.75%	0.26				1	2.04%	0.72									
ENG III	31.21	41.0	30.83%	9.62	2	33.33%	10.40	5	10.20%	3.18			8	57.14%	17.83	2	25.00%	7.80	
S/DT VI	38.25	12.0	9.02%	3.45															
TECH V	30.33	25.0	18.80%	5.70				25	51.02%	15.47									
TECH I	19.13	17.0	12.78%	2.44				17	34.69%	6.64									
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<b>TOTALS</b>		133.0	100%	\$35.98	6.0	100.00%	\$47.23	49.0	100%	\$26.90	0.0	0%	\$0.00	14.0	100%	\$40.37	8.0	100%	\$47.25

Local Public Agency  
Tazewell County Highway Department

County  
Tazewell

Section Number  
21-00026-07-ES

**AVERAGE HOURLY PROJECT RATES**  
Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Proposed Treatment(s) Plan Sheet(s)			Calculations/Estimated Costs			Administration & Management								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PE VIII	60.40	2	6.67%	4.03				2	50.00%	30.20						
PE VI	50.08	2	6.67%	3.34	8	36.36%	18.21	2	50.00%	25.04						
SE VI	47.31	2	6.67%	3.15	2	9.09%	4.30									
PLS VII	43.54															
PLS V	35.23															
ENG III	31.21	16	53.33%	16.64	8	36.36%	11.35									
S/OT VI	38.25	8	26.67%	10.20	4	18.18%	6.96									
TECH V	30.33															
TECH I	19.13															
TOTALS		30.0	100%	\$37.36	22.0	100%	\$40.82	4.0	100%	\$55.24	0.0	0%	\$0.00	0.0	0%	\$0.00

March 18, 2021

Mr. George Merkle  
Maurer-Stutz  
3116 Dries Lane, Suite 100  
Peoria, IL 61604



1701 W. Market Street  
Bloomington, Illinois 61701  
P 309-821-0430  
F 309-821-1242

RE: Geotechnical Engineering Services  
Toboggan Road (CH 14) Slope Evaluation  
Tazewell County, Illinois  
RGE Proposal No. 21-041

Dear Mr. Merkle:

In accordance with your request, Ramsey Geotechnical Engineering LLC (RGE) is pleased to submit this proposal to provide Geotechnical Engineering Services for the captioned project. The purpose of this Geotechnical Study is to explore the existing subsurface soil and groundwater conditions and provide recommendations regarding the stability of the existing roadway slope.

**Project Background:**

We understand that slope movement has been observed along a section of Toboggan Road (CH 14), slightly east of the intersection with Brownwood Road, in Tazewell County, Illinois. Subsequent to the original slope movement, repairs in the form of regrading and placement of products and vegetation on the face of the slope were made. Since these repairs were made, further slope movement has occurred along the repaired section.

The total length of the section of the slope where movement has occurred is on the order of 200 feet. It appears that the embankment is on the order of 25 feet high with a slope that is near 1H:1V. There is also a creek at the toe of the slope. In one area, the slope movement has extended to near the north shoulder of the roadway.

The purpose of the services outlined in this proposal is to explore the subsurface soil and groundwater conditions that may be contributing to the observed slope movement.

**Site Work:**

As requested, two (2) borings will be completed along the edge of the roadway at the top of the slope within the limits of the observed movement. In order to obtain subsurface information to a depth below the toe of the slope, both of these borings will be drilled to a depth of 40 feet. A total of 80 lineal feet of drilling and sampling is proposed.

Soil samples will be obtained by split spoon methods at 2½ foot intervals to the termination depth of both borings. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during drilling.

The section of Toboggan Avenue provides one lane of traffic in both directions with a 55 mile per hour speed limit. In order to complete the borings, the drill rig will extend partially into the north lane of the roadway. Based upon these conditions, we have assumed that traffic control consisting of signs, cones and two flaggers will be required to complete the soil borings. This work will be subcontracted to a traffic control contractor.

Toboggan Avenue  
Tazewell County, Illinois  
March 18, 2021

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We have assumed that the borings will be staked in the field by RGE personnel. Utility clearance for the borings to be made will also be obtained by RGE beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and the customary agencies.

### **Laboratory Testing**

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified and/or Illinois Department of Transportation (IDOT) Soil Classification Systems. Laboratory testing will include moisture content determinations, as well as hand penetrometer measurements of unconfined compressive strength, as appropriate.

### **Report of Data Obtained:**

Field and laboratory test data will be summarized in an engineering report, to include computer generated boring logs and boring location plan. The report will address soil and groundwater conditions impacting the slope and provide recommendations regarding design and construction of the improvements to provide stability. We have assumed that site survey work to define the slope geometry will be completed by others.

### **Fee Estimate:**

Our fee estimate to provide the referenced Geotechnical Engineering Services is included with this proposal. Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates included on the attached Fee Estimate.

We look forward to being of service to you on this project.

Respectfully Submitted,  
RAMSEY GEOTECHNICAL ENGINEERING LLC

Douglas P. Ramsey, P.E.



FEE ESTIMATE



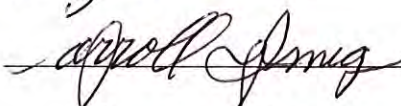
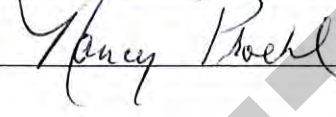




ITEM	UNITS	QTY	RATE	COST	
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Layout Soil Borings, Obtain Ground Surface Elevations and Arrange for Clearance of Underground Utilities	Lump Sum	1	250.00	\$ 250.00
<b>FIELD EXPLORATION</b>					
2.1	Mobilization of Drill Mounted on Truck	Each	1	250.00	\$ 250.00
<b>ADVANCE BORE HOLES BY SOLID OR HOLLOWSTEM AUGER METHODS</b>					
2.2	0 - 25 Foot Depth	Foot	50	12.75	\$ 637.50
2.3	25 - 50 Foot Depth	Foot	30	14.00	\$ 420.00
<b>TAKE SOIL SAMPLES</b>					
2.4	By Split-Spoon Procedure	Each	32	11.00	\$ 352.00
<b>TRAFFIC CONTROL</b>					
2.5	Traffic Control Flaggers & Signs	Day	1	2,000.00	\$2,000.00
<b>LABORATORY TESTING</b>					
3.1	Examine Samples and Describe by a Textural System and Classify by the Unified Soil Classification System	Each	32	5.00	\$ 160.00
3.2	Water Content Determination for Organic and Cohesive Samples (includes pocket penetrometer measurements of unconfined compressive strength for all inorganic clay samples)	Each	32	6.00	\$ 192.00
3.3	Unconfined Compressive Strength of Cohesive Soils, Failure at 15 Percent Strain	Each	24	11.00	\$ 264.00
3.4	Dry Unit Weight Determinations	Each	12	6.00	\$ 72.00
<b>ENGINEERING SERVICES</b>					
4.1	Engineering Analysis and Preparation of Geotechnical Report	Lump Sum	1	1,500.00	\$1,500.00
<b>ESTIMATED TOTAL:</b>					<b>\$6,097.50</b>

**COMMITTEE REPORT**

F-21-17

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 the following transfer at the request of County Administration;

- Transfer \$124.50 from Association Membership Dues Line Item (100-600-5120 ) to Publications/Advertising Services Line Item (100-600-5203)

WHEREAS, the transfer of funds is needed to pay for publishing Public Hearings for the close out of the Community Block Development Grant Downstate Small Business Stabilization grants and Reapportionment.

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 Treasurer and the Auditor of this action.

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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

# Tazewell County Board



David Zimmerman, Chairman of the Board  
Wendy K. Ferrill, County Administrator

TO: Mindy Darcy, Finance Committee Chairman  
Finance Committee Members

FROM: Wendy Ferrill, County Administrator

DATE: May 13, 2021

RE: Transfer Request

I would like to ask the Finance Committee to recommend approval of the following transfer to the County Board:

- \$124.50 from the Association Membership Dues Line Item 100-600-5120-0000 to the Publications/Advertising Expense Item 100-600-5203-000. This transfer is necessary due to the required Public Hearings for the close out a portion of the Community Block Grant Downstate Small Business Stabilization grants (\$69.00) and the Reapportionment (\$55.50) which were not anticipated during the budget process.

Thank you for your consideration.

**COMMITTEE REPORT**

F-21-16

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 request for Court Services:

- Transfer \$3,800 from Contractual Line Item (100-132-5256) to Center for Prevention of Abuse Line Item (100-132-5425)

WHEREAS, the transfer of funds is needed as the cost for domestic violence services exceeded the CFY2021 projected and budgeted amount.

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 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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

**THE CIRCUIT COURT OF THE TENTH JUDICIAL DISTRICT  
OFFICE OF COURT SERVICES**

**334 ELIZABETH STREET \* SUITE 100  
PEKIN, IL 61554  
309-477-2281**

Date: May 12, 2021

To: Finance Committee

From: John Horan  
Director of Probation and Court Services

Subject: Line Item Transfer

**Transfer Request**

**Transfer \$3800**

**From: Contractual Line**

**Line Item # 100-132-5256**

**To: Center for Prevention of Abuse**

**Line Item # 100-132-5425**

**Purpose for Transfer of Funds: Cost for domestic violence services provided by the Center for Prevention of Abuse exceeded the CFY2021 projected and budgeted amount.**

CC: Auditor  
County Board Secretary



**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 the annual purchase of network and email licensing; and

WHEREAS, bids were obtained for the annual renewal as well as necessary updates and the lowest responsible bid is from vCloud Tech for a total cost of \$63,382.55; and

WHEREAS, the Computer Contract fund will be used to pay for the cost of the licensing which are appropriated in the FY21 budget.

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 Network Administrator, Finance Department and the Auditor of this action.

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

\_\_\_\_\_

Tazewell County Clerk

\_\_\_\_\_

Tazewell County Board Chairman

5/14/2021

Project 2020-F-01

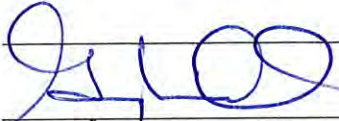
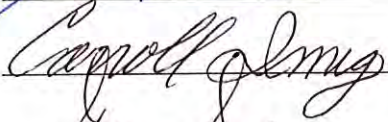
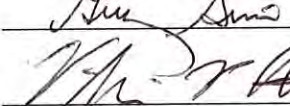
Bidder:			Weisberg Consulting, Inc.	vCloud Tech	Hypertec Direct	Concensus Technologies
Date/Time Received			05/11/2021 2:50PM	05/13/2021 9:30AM	05/14/2021 8:00AM	05/14/2021 8:00AM
Product	Qty	Each / Total	Each / Total	Each / Total	Each / Total	Each / Total
Novell Open Workgroup Suite Renewal	495	\$109.00 / \$53,955.00	\$105.77 / \$52,356.15	\$108.74 / \$53,826.30	\$108.48 / \$53,697.60	
Groupwise including Mobile Server Renewal	25	\$35.83 / \$895.75	\$34.76 / \$869.00	\$35.73 / \$893.25	\$35.65 / \$891.25	
ZENworks Suite Business Support Renewal	495	\$21.16 / \$10,474.20	\$20.52 / \$10,157.40	\$21.10 / \$10,444.50	\$21.05 / \$10,419.75	
Grand Total		\$65,324.95	\$63,382.55	\$65,164.05	\$65,008.60	

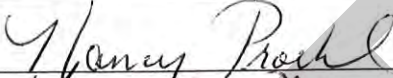
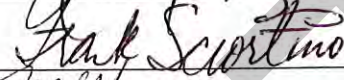
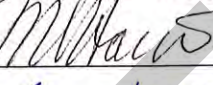

**COMMITTEE REPORT**

F-21-19

Mr. Chairman and Members of the Tazewell County Board:

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

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

**RESOLUTION**

WHEREAS, the Finance Committee recommends to the County Board to include additional TLS (Transparent LAN Service) with our existing agreement with i3 Broadband for the County offices located in the Arcade building; and

WHEREAS, there is a one time installation charge of \$99.95 and the monthly charge for the additional TLS is \$99.99; and

WHEREAS, this will provide reliable services for these offices that will be compatible with the County telephone and internet services.

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 Network Administrator and the Auditor of this action.

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

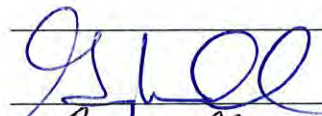
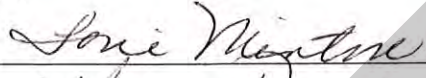
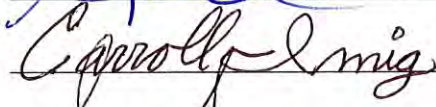
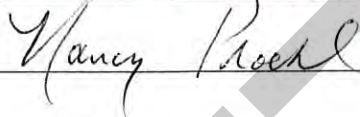

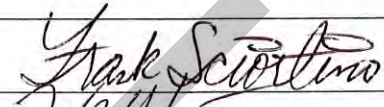


  
 \_\_\_\_\_  
 Tazewell County Board Chairman



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Human Resource Committee recommends to the County Board to authorize a change in the Nationwide 457(b) plan (deferred compensation); and

WHEREAS, the plan changes will add SECURE Act abilities to allow withdrawals for the birth or adoption of a child and will add new Indexed Principal Protection.

THEREFORE BE IT RESOLVED by the County Board supports an amendment to the Nationwide 457(b) plan to benefit employees who participate in the deferred compensation.

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

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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

Nationwide is reviewing our 457(b) deferred compensation plan to make sure we are compliant with the most recent legislative and regulatory requirements. I have provided the information Nationwide is wanting to review and update as follows:

1. A questionnaire was provided asking questions regarding the plan. I have answered the questions to the best of my ability. To sum up the plan and questionnaire:
  - The County does not contribute to the plan;
  - Part-time, leased employees and independent contractors are excluded from the plan;
  - Full-time employees are eligible to participate on the date that they were hired;
  
2. There is a section to be added to the plan that is new and that is the SECURE Act. This will allow participants to withdraw from their 457(b) deferred compensation up to \$5,000 for the birth or adoption of a child. Also, the SECURE Act has the option which changes the age for distributions as early as 59 ½.
  
3. A new Plan Sponsor Contact/Address Update is needed to for the plan. I have provided the updated names for the plan. I had to remove Tina Rudd's name off of the plan contact list and added my name since I am the one who has to deal with the vendor. I kept J. David Zimmerman's name as the Plan Sponsor and Teresa Melvin as the Payroll contact.
  
4. Nationwide has a new protection for the plan that they are suggesting to add to the plan. The Nationwide Indexed Principal Protection is a long-term savings option that protects your principal. That means no matter what the market does, the participant's money is protected and has the opportunity for upside potential.

A signature from the Plan Sponsor is needed to make the changes necessary to be compliant.



**APPLICATION FOR  
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED  
FIXED INDEXED ANNUITY CONTRACT (Non-Participating)  
underwritten by  
Nationwide Life Insurance Company  
One Nationwide Plaza  
Columbus, Ohio 43215  
1-877-677-3678**

**Nationwide Indexed Principal Protection X**

Please indicate for which product this application applies (one must be selected):

- 12-month Book Value Payment       5-year Book Value Payment

**APPLICANT**

County of Tazewell (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

The applicant's plan qualifies under:

- Section 457(b)     Section 401(k)     Section 401(a)

**PURCHASE PAYMENT**

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

**STATE INSURANCE FRAUD WARNINGS**

**Notice to AL Residents Only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**Notice to AR, LA, and RI Residents Only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Notice to CO and MA Residents Only:** Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance benefits.

**Notice to KS Residents Only: WARNING:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false

information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

**Notice to KY Residents Only:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**ME Residents Only:** Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance Benefits. All statements contained in such application for insurance shall be deemed representations and not warranties.

## STATE INSURANCE FRAUD WARNINGS (Continued)

**Notice to OK Residents Only: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer make any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**NOTICE TO PA RESIDENTS ONLY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to a criminal and civil penalties.

**FOR TN AND WA RESIDENTS ONLY:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**FOR NJ RESIDENTS ONLY:** Any person who includes false information on an application for an insurance policy is subject to criminal and civil penalties.

**Notice to MD Residents Only:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO MN RESIDENTS ONLY:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a criminal offense and may be subject to fines and confinement in prison pursuant to state law.

**NOTICE TO PR RESIDENTS ONLY:** Any person who furnishes information verbally or in writing, or offers any testimony on improper or illegal actions which, due to their nature constitute fraudulent acts in the insurance business,

knowing that the facts are false shall incur, a felony and, upon conviction, shall be punished by a fine of not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000) for each violation or by imprisonment for a fixed term of three (3) years, or both penalties. Should aggravating circumstances be present, the fixed penalty thus established may be increased to maximum of five (5) years if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**NOTICE TO VA RESIDENTS ONLY:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY HAVE VIOLATED THE STATE LAW.

**FOR DC RESIDENTS ONLY: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Notice to OH Residents Only:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO NM RESIDENTS ONLY:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

## ADDITIONAL STATE NOTICES

**Notice to AK Residents Only:** The Contract and the attached application form, including any elected options and/or endorsements, is the entire agreement between Nationwide and the Contract Owner. Statements in the Contract and application are representations and not warranties.

**Notice to ND, SC and SD Residents Only:** A Market Value Adjustment may be assessed on withdrawals or full surrenders which may decrease the amount of the withdrawal or full surrender requested would be in addition to any applicable scheduled surrender penalty charge.

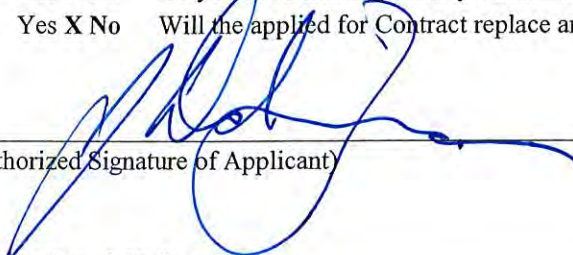
**SIGNATURES**

Signed on behalf of County of Tazewell. This \_\_\_\_\_ day

Of \_\_\_\_\_, 20\_\_\_\_\_.

Yes  No Do you have existing annuity contracts?

Yes  No Will the applied for Contract replace any existing life insurance or annuity contracts?

  
\_\_\_\_\_  
(Authorized Signature of Applicant)

5/28/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
County Board Chairman  
(Title)

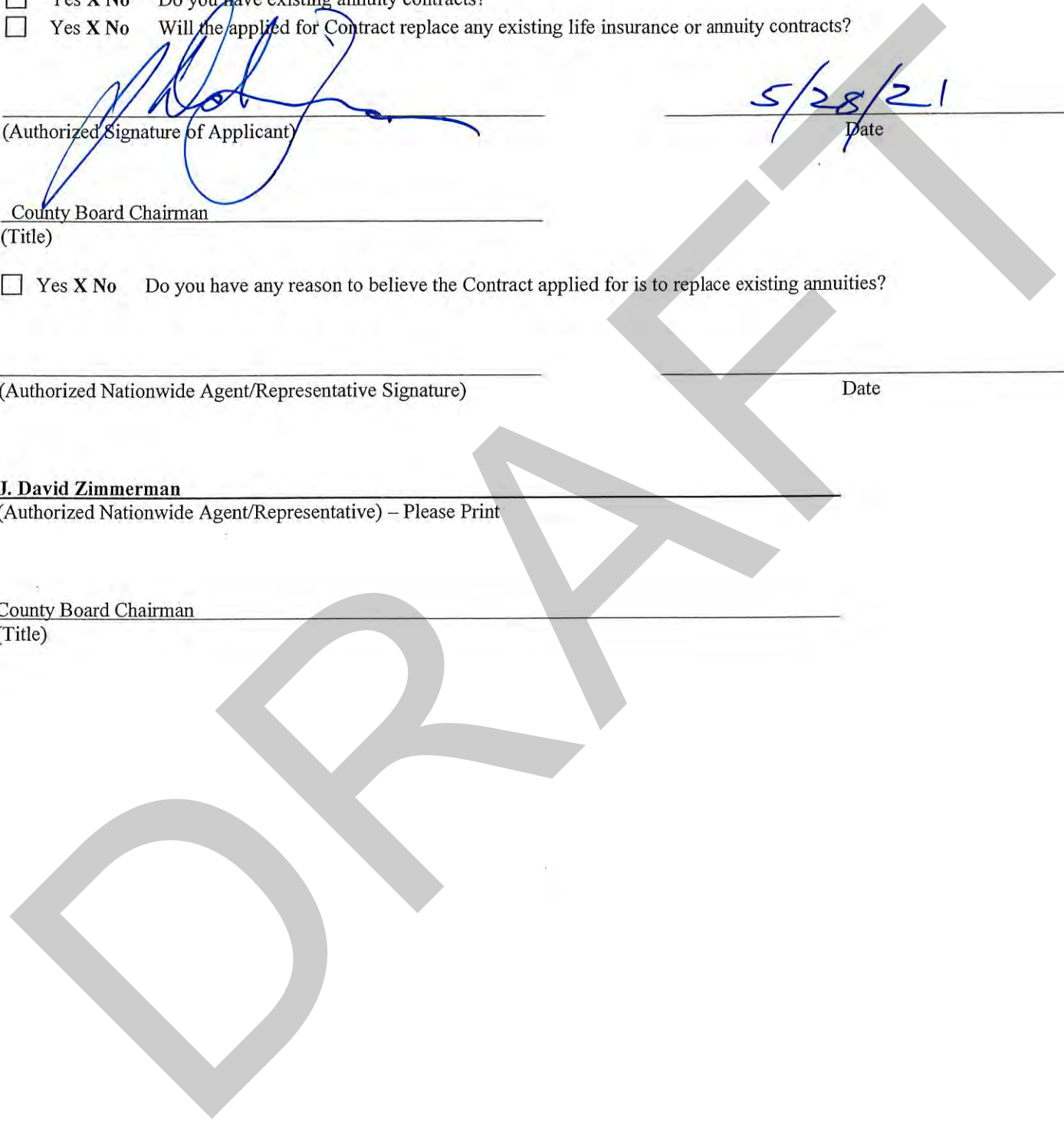
Yes  No Do you have any reason to believe the Contract applied for is to replace existing annuities?

\_\_\_\_\_  
(Authorized Nationwide Agent/Representative Signature)

\_\_\_\_\_  
Date

**J. David Zimmerman**  
\_\_\_\_\_  
(Authorized Nationwide Agent/Representative) – Please Print

\_\_\_\_\_  
County Board Chairman  
(Title)





**Nationwide**  
is on your side.

# Get to know Nationwide Indexed Principal Protection<sup>SM</sup>

**Protect your money, with  
an opportunity for growth**



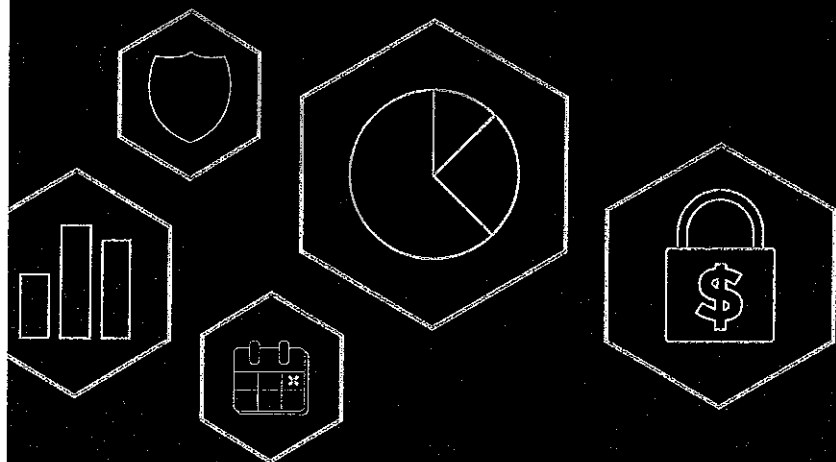
• Not a deposit • Not FDIC or NCUA insured • Not guaranteed by the U.S. Department of Treasury Federal government agency • May lose value



Downside protection *with*  
an opportunity for growth

Nationwide Indexed Principal Protection<sup>SM</sup> is a long-term savings option that protects your principal.

That means no matter what the market does, your money is protected *and* you retain the opportunity for upside potential.



# Here's how

Nationwide Indexed Principal Protection (NW-IPP) is a group fixed indexed annuity for retirement plans that tracks the performance of the S&P 500® Daily Risk Control 5% Excess Return Index (Index). **Your money is not directly invested in the Index**, but its performance is used to credit you with interest earnings, subject to a specific limit, called a "cap rate."

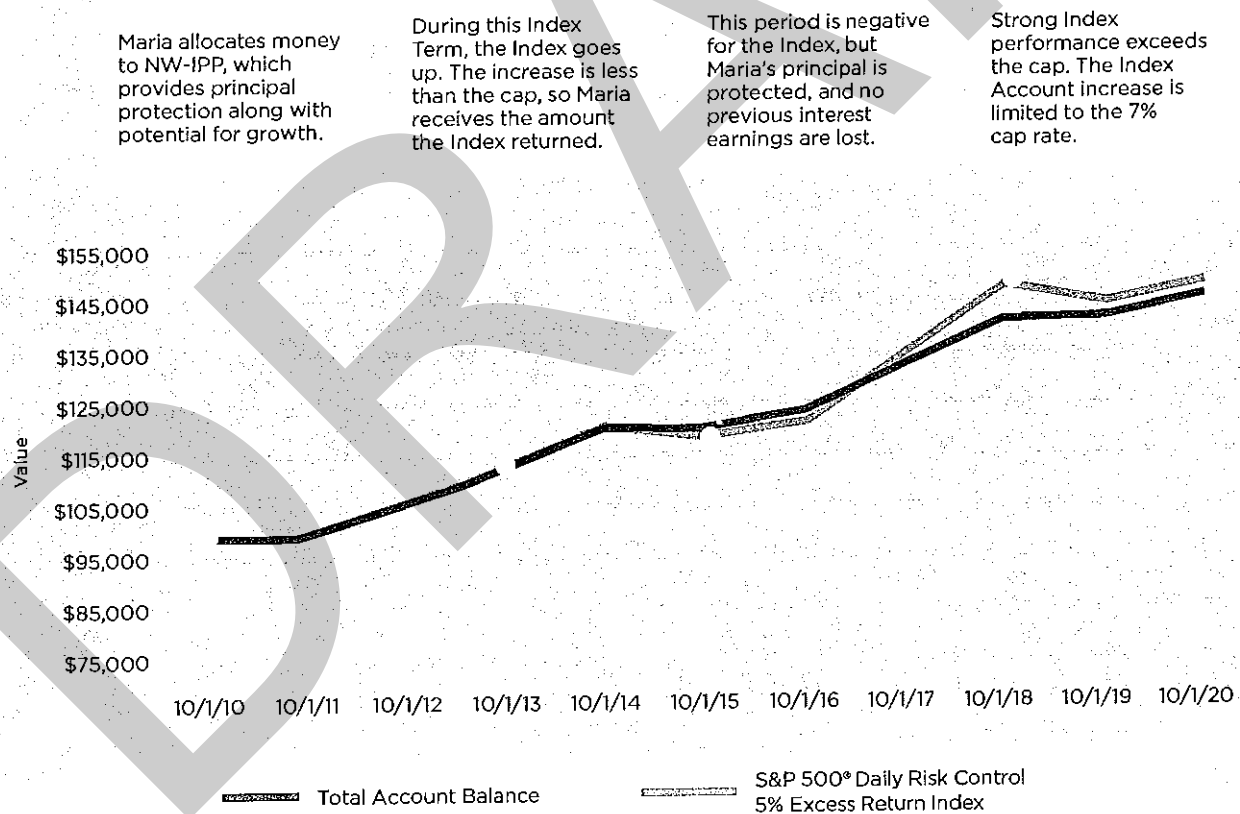


If the Index goes up, your account will be credited with interest earnings up to the cap rate. For example, if the Index gains 8% at the end of the Index Term and your cap rate is 7%, contributions to this account will be credited with 7% interest earnings.



If the Index goes down, your account loses nothing because your principal is protected.

## NW-IPP can help provide you with confidence through unstable market conditions.



Hypothetical assumptions: a \$100,000 one-time contribution is allocated to Nationwide Indexed Principal Protection™ with a 5-year book value payout term. Historical performance of S&P 500® Daily Risk Control 5% Excess Return Index assuming a 7% cap; 0% floor. This example assumes that the initial deposit on 10/1/2010 remained invested in NW-IPP for 10 years and the cap remained the same over the illustrated 10 years. The cap and interest rate may be changed for each term. This illustration is not a projection or prediction of future performance. The performance could be significantly different than the investment performance shown and shouldn't be considered a representation of performance or investor experience of the index(es) in the future. Withdrawals will reduce the contract value; this illustration does not demonstrate the impact of withdrawals.



# Two ways you can take advantage of NW-IPP

## Case study 1: Exchange In



### Maria

- 55 years old
- Pre-retiree
- Wants to lock in gains



**1.** At any time, Maria can exchange any dollar amount from another investment option in her retirement plan.



**2.** Money allocated to NW-IPP goes into an Interest Account that earns daily interest until the end of the current quarter.



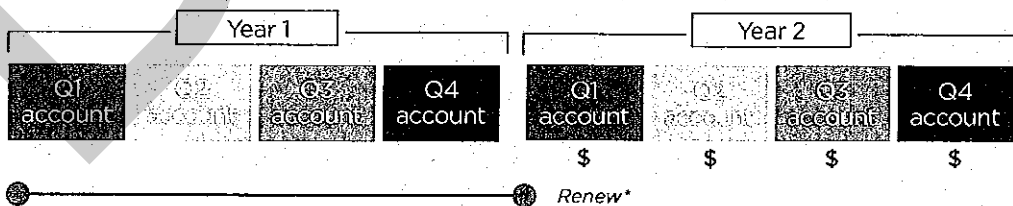
**3.** At the beginning of the next calendar quarter, money sitting in the Interest Account is swept into an Index Account for one year.



**4.** Interest earnings are credited to the Index Account at the end of the one-year Index Term and depend on the return of the Index, subject to the cap rate.



**5.** The one-year Index Term automatically renews with a new cap rate. Any interest earnings are locked in and the new principal amount is protected for the following year.



\* Principal + interest earnings will become principal at the beginning of the next Index Term.

## Case study 2: Payroll Deduction



### Craig

- 35 years old
- Fiscally conservative
- Wants ability to exchange out



**1.** Every pay cycle, money is deducted from Craig's paycheck and contributed to his retirement plan account.



**2.** The money is then invested according to his allocations. Up to 100% of a portfolio can be allocated to NW-IPP.



**3.** Money allocated to NW-IPP goes into an Interest Account that earns daily interest until the end of the current quarter.



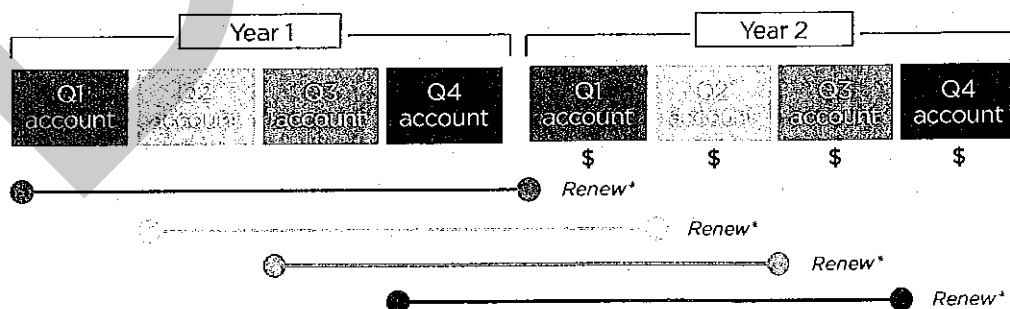
**4.** At the beginning of each quarter, money sitting in the Interest Account is swept into a new Index Account for one year. It's possible to have up to four Index Accounts at any given time.



**5.** Interest earnings are credited to each Index Account at the end of the one-year Index Term and depend on the return of the Index, subject to the cap rate.



**6.** Each one-year Index Term automatically renews with a new cap rate. Any interest earnings are locked in and the new principal amount is protected for the following year.



\* Principal + interest earnings will become principal at beginning of the next Index Term.

## Potential benefits of NW-IPP

- Principal investment protection from market declines
- Growth potential when markets are increasing, subject to the cap rate
- Gains are locked in and become part of the principal at the Index Term renewal
- Two contribution options: payroll deductions or a lump-sum dollar amount exchanged from another investment option in your plan (no minimum required)
- If you change your mind, you can exchange your money out of this investment option (restrictions may apply)
- A simple web experience makes choosing this investment option easy



Do you want help understanding how much to allocate to NW-IPP? Our My Investment Planner™ tool can help you identify your investment style, asset mix and investment options. Find the tool in "tools & calculators" on your Plan's website.

## Important considerations

There are a few important details to remember when contributing to this investment option:

- Funds must remain in each Index Account for the entire one-year Index Term in order to receive any interest earnings, which are credited at the end of the term
- 90-day equity wash provisions may apply, which could prevent you from exchanging directly into competing short-term investment options.
- Expenses are built into the investment option prior to index cap rates being declared, which means that there are no additional fees or penalties applied if you decide to exchange out of this investment option

## Helpful explanations

**Allocation** — Money is allocated according to your investment selections. This could be a mix of investment options, including equity mutual funds and fixed income mutual funds, as well as NW-IPP. Up to 100% of your portfolio can be allocated to NW-IPP.

**Cap rate** — This is the upper limit of interest earnings that can be credited at the end of the Index Term. It is expressed as a percentage of assets in NW-IPP.

**Contributions** — Every pay cycle, money is deducted from your paycheck and contributed into your retirement plan account as usual. Money can also be reallocated from other investment options in the retirement plan to NW-IPP via an exchange.

**Equity Wash** — A provision that requires participant exchanges from NW-IPP to a competing investment option (for example, a money market fund or a short-term bond fund) to first be directed to any other investment option not designated as a competing option for a period of time, usually 90 days. This provision is designed to reduce incentives to buy or sell because of price differences between markets, thereby protecting you and the returns of the investment option over the long term.

**Index Term** — This is the one-year period during which the Index performance is determined, and the cap rate is applicable.

**Index Account** — It's possible to have up to four (4) NW-IPP Index Accounts at any given time. Each account has its own cap rate and has a maturity of one year before it automatically renews. Interest earnings are credited depending on the cap rate and the annual performance of the S&P 500 Daily Risk Control 5% Excess Return Index.

**Interest Account** — At the time of each payroll deduction or lump-sum exchange, money allocated to NW-IPP goes into an Interest Account, which earns nominal interest. At the beginning of each quarter, all the money in the Interest Account is automatically swept into a new Index Account.

**Maturity** — This is the point in time when the NW-IPP has reached the end of the Index Term and any interest earnings have been credited.





For additional information and resources, contact your  
Plan Sponsor or visit your plan website.



• Not a deposit • Not FDIC or NCUSIF insured • Not guaranteed by the institution • Not insured by any federal government agency • May lose value

This material is not a recommendation to buy, sell, hold or roll over any assets, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should discuss their specific situation with their financial professional.

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Group fixed indexed annuities are not stock market investments and do not directly participate in any stock or equity investments. The index does not include dividends paid on the underlying stocks, and therefore does not reflect the total return of the underlying stocks; neither a market index nor any fixed indexed annuity is comparable to a direct investment in the equity markets. When you purchase Nationwide Indexed Principal Protection, you are not directly investing in a market index. The actual return of the index account will be based on the performance of the underlying index. It is important to understand that actual returns may be less than the return of the index due to the index cap. Past index performance is not a guarantee of future performance.

Group fixed indexed annuities are contracts purchased from a life insurance company. They are designed for long-term retirement goals. Withdrawals are subject to income tax, and withdrawals before age 59½ may be subject to a 10% early withdrawal federal tax penalty. Nationwide Indexed Principal Protection is a group fixed indexed annuity issued by Nationwide Life Insurance Company and held in the general account.

Guarantees are backed by the claims-paying ability of the issuing insurance company. Transfers out of this contract to other funding providers are subject to certain restrictions. Contact your plan sponsor for information regarding these restrictions.

Nationwide, the Nationwide N and Eagle, Nationwide is on your side, Nationwide Indexed Principal Protection and My Investment Planner are service marks of Nationwide Mutual Insurance Company. © 2020 Nationwide



**Q: Why am I receiving this information?**

A: Periodically, Nationwide will review and update Plan Documents to ensure compliance with the most recent legislative and regulatory requirements. Your Plan Document is being restated to keep the Plan up-to-date on these most recent changes.

**Q: What are the biggest changes between the new document and the current document?**

A: The biggest difference between your current Plan Document and the Adoption Agreement/Basic Plan Document you will receive is the format. The Basic Plan Document will feel similar to the Plan Document you currently have. However, paired with the Adoption Agreement, this format will provide increased Plan design flexibility and helps to ensure your Plan is being operated in accordance with your selected Plan provisions.

To provide clarity regarding the differences between your current Plan Document and the Adoption Agreement/ Basic Plan Document, a substantive changes document will be provided in the package you receive with your Adoption Agreement/ Basic Plan Document.

**Q: When will SECURE Act elections be active?**

A: Once we receive the enclosed questionnaire, we will begin administering these provisions according to your elections within the questionnaire. A SECURE Act amendment will be included in your Plan Document package for signature.

**Q: When will I receive my new Plan Documents?**

A: We anticipate that we will have a SECURE Act amendment by the end of 2021. We will then start sending out Plan Document packages for signature.

**Q: How will this impact my plan?**

A: If you have made specific CARES or SECURE Act elections, your Plan will operate in accordance with those provisions. There will be no change to how the Plan operates today unless you elect otherwise. The new Plan Document has simply been updated to capture the latest regulatory changes.

**Q: What happens if I do nothing?**

A: If you do nothing, you could receive a Plan Document that does not reflect how you intend your Plan to operate.

**Q: When does this need to be completed and returned?**

A: Please sign the questionnaire and return by April 30, 2021. Additional documents requiring your signature will be sent after your completed questionnaire has been reviewed by Nationwide.

**Q: Our Plan does not use Nationwide's Plan Document. What should we do?**

A: Please provide a current copy of the executed Plan Document you are using. There are limitations to how Nationwide can administer a Plan. An assessment will need to be completed to ensure that we are able to administer to the Plan Document but also to assess if the Plan Document matches how your Plan is currently being administered. By providing your own document, you acknowledge that Nationwide will not be responsible for maintaining and updating the document in the future. You will be responsible for providing updated versions of the document to Nationwide when changes occur to ensure that the Plan operates within the guidelines outlined in the document.

**Q: I think this was sent to me in error. What should I do?**

A: If you feel that you have received this package in error, please contact us the information provided below.

**Q: Who can I contact with questions?**

A: The Plan Sponsor Support Line can be reached at 877-496-1630. Additionally, questions can be directed to [Restate@nationwide.com](mailto:Restate@nationwide.com).

DRAFT

**PO Box 182797, Columbus OH 43218-2797**

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NRN-2548AO.1 (02/21)



**Nationwide**<sup>®</sup>  
is on your side

HUMAN RESOURCES DEPT.

Page 1 of 2

Date prepared	March 16, 2021
Plan name	County of Tazewell Deferred Compensation Plan
Plan number	0036194001
Questions?	Email <a href="mailto:restate@nationwide.com">restate@nationwide.com</a>

HUMAN RESOURCES DEPT.  
11 S 4TH ST STE 114  
PEKIN IL 61554-4281

## Important information about your Plan

Dear HUMAN RESOURCES DEPT.,

Two pieces of legislation were passed that may affect your Plan. Please read below for more details.

### Additional information

On December 20, 2019, the Setting Every Community Up for Retirement Enhancement (SECURE) Act was signed into law. The SECURE Act included several changes and new optional Plan provisions, such as penalty-free withdrawals up to \$5,000 for birth or adoption of a child and in-service withdrawals for employees starting at age 59½.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was signed into law. The CARES Act allowed qualified individuals to take tax-favored coronavirus-related distributions (CRDs) up to \$100,000 through December 30, 2020, expanded access to loans for 180 days after enactment of the law, and temporarily increased loan limits to \$100,000 or 100% of a participant vested account balance through September 22, 2020. It also allowed 2020 required minimum distributions (RMDs) to be waived. These optional provisions may have been added to your Plan by completing the CARES Act Election Form.

In addition to capturing your elections for the optional SECURE Act Plan provisions, there are several provisions that are not explicitly outlined in your current Plan Document for which we require clarification. We also ask that you take this opportunity to update your Plan's contact information.

### What you need to do

Complete the enclosed questionnaire and Plan Sponsor Contact and Address Update form. Please return the completed forms using one of the options below:

#### Mail:

Nationwide Retirement Solutions  
PO Box 182797  
Columbus, OH 43218-2797

*See reverse side for additional information*

15302000184011



**Email:**

restate@nationwide.com

**Fax:**

877-677-4329

**What to expect**

Once we receive the enclosed questionnaire, we will begin administering applicable SECURE Act provisions according to your elections within the questionnaire. Your elections for these provisions will be included on both the SECURE Act and CARES Act amendments in your Plan Document package for signature.

Over the next year, you can expect to receive additional employer communications from us as we provide information and education about the SECURE Act as it becomes available.

The industry is currently awaiting guidance from the Internal Revenue Service (IRS). Once IRS guidance is received and we have developed new documents, we will send the Plan Document package for your signature using information that you provided in the questionnaire. If you have a qualified governmental Plan (401(a), 401(k), 403(b)), you will be receiving document restatement information for that Plan in a separate mailing to align to the IRS 2022 deadline.

**Keep in mind**

As the Plan Sponsor, you are responsible for maintaining compliance with all federal and state laws. You may consider seeking guidance from your attorney or tax advisor relative to these decisions.

**We're here to help**

If you have any questions or need additional information, email restate@nationwide.com or contact our solutions center at 877-496-1630. Our specialists are available Monday through Friday, 8 a.m. to 11 p.m. and Saturday, 9 a.m. to 6 p.m. Eastern time.

Sincerely,

Nationwide Retirement Plans

PO Box 182797, Columbus OH 43218-2797

Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, Member FINRA.

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NRN-2545AO.3 (02/21)



**Nationwide®**  
is on your side

**457(b) Plan Information**

Legal Plan Name: TAZEWELL COUNTY

Employer Identification Number (EIN): 37-6002170

Initial Effective Date of Plan: June 8, 1993

**457(b) Contribution Types**

Do you currently make 457(b) Employer Contributions?

a.  Yes, (Choose one or more of 1 and/or 2):

1.  **Matching Contributions.** Please provide the formula for how Matching Contributions are determined.

\_\_\_\_\_

2.  **Nonelective Contributions.** Please provide the formula for how nonelective contributions are determined:

\_\_\_\_\_

b.  No

**457(b) Plan Exclusions and Eligibility**

Do you currently exclude any employees or groups of employees from the Plan?

(Choose either a. or b.) If you do not make an election, a. No Exclusions will be selected in the Adoption Agreement

a.  **No exclusions.** All Employees are eligible to participate.

b.  **Exclusions.** The following Employees are Excluded Employees

(Choose one or more of 1 - 4)

1.  **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than \_\_\_\_\_ hours per week. (cannot exceed 1000 hours)

2.  **Hourly-paid Employees.**

3.  **Leased Employees.** The Plan excludes Leased Employees.

4.

Specify: \_\_\_\_\_

Do you currently allow Independent Contractors to participant in the Plan?

(Choose one of a., b. or c.) If you do not make an election, a. Participate will be selected in the Adoption Agreement

a.  **Participate.** Permits Independent Contractors to participate in the Plan.

b.  **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

c.  **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate: \_\_\_\_\_

Do you currently require an Employee to meet eligibility requirements to become a participant in the Plan?

(Choose one of a. or b.): If you do not make an election, a. No Eligibility Conditions will be selected in the Adoption Agreement

a.  **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the Employer.

b.  **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions

(Choose one or more of 1., 2. or 3.):

1.  **Age.** Attainment of age \_\_\_\_\_.

2.  **Service.** Service requirement

(Choose one of a. or b.):

a.  **Year of Service.** One year of Continuous Service.

See reverse side for additional information

15302000184028

b.  **Months of Service.** \_\_\_\_ month(s) of Continuous Service.

3.  **Specify:** \_\_\_\_\_

**Have you selected a specific cadence for eligible participants to enter the Plan?**

*(Choose one of a. through d.) If you do not make an election, c. Date of Hire will be selected in the Adoption Agreement*

- a.  **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- b.  **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- c.  **Date of hire.** The Employee's employment commencement date with the Employer.
- d.  **Specify:** \_\_\_\_\_

**SECURE Act**

Select 'Yes' if you intend to incorporate the changes below into your Plan Document that were made available under the Setting Every Community Up for Retirement (SECURE) Act. If you do not wish to make these changes to your Plan Document, please select 'No':

**Qualified Birth and Adoption Distributions** - the SECURE Act added a new provision which provides another exception for withdrawals in the case of the birth or adoption of a child.

- This exception applies to birth or adoption distributions from an applicable eligible retirement Plan [as defined in IRC 402(c)(8)(B), other than a defined benefit Plan] made after December 31, 2019
- The maximum aggregate amount that may be treated as Qualified Birth or Adoption Distributions by any individual is \$5,000

**Yes.** The Plan will provide the Qualified Birth and Adoption Distribution provisions.

**No.** The Plan will not provide the Qualified Birth and Adoption Distribution provisions.

**In-Service Distribution Age** - Section 104 of Division M changes the earliest age at which distributions may be made from pension Plans and governmental IRC 457(b) plans to age 59 ½. The effective date of these changes is Plan years beginning after December 31, 2019. The Plan can elect at which age they would like In-Service Distributions to be available.

72

70 ½ (Default)

59 ½

Specify: \_\_\_\_\_

**Additional Plan Features**

The following paperless options are available to your Plan. The features will allow your Participants to elect to use these paperless options.

- a. E-Delivery of Participant Statements - Enables Plan Sponsor and participants to receive their statements by email. E-Delivery will help protect participant's secure information by having the statement emailed to a verified email address.
- b. Online Enrollment - An important part of any retirement Plan is employee enrollment. Help simplify and streamline this process for both you and your employees. Nationwide's online enrollment process gives employees an easy and secure way to enroll in your company-sponsored retirement benefit Plan.

**Additional 457(b) Amendments**

Have you adopted any amendments to the Plan Document other than those provided by Nationwide?

No. We have not adopted any amendments to the Plan Document other than those provided by Nationwide.

Yes. We have adopted one or more amendments to the Plan Document other than those provided by Nationwide.

Please include a brief description of the amendment(s) and its effective date(s) and provide a copy of the amendment(s) to Nationwide along with this questionnaire.

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

**Authorization**

My signature below represents that I have the authority to act on behalf of the Plan. I have read and understand the document. As a representative of the Plan, I certify that the information provided above is accurate.

Plan Sponsor Name: J. David Zimmerman

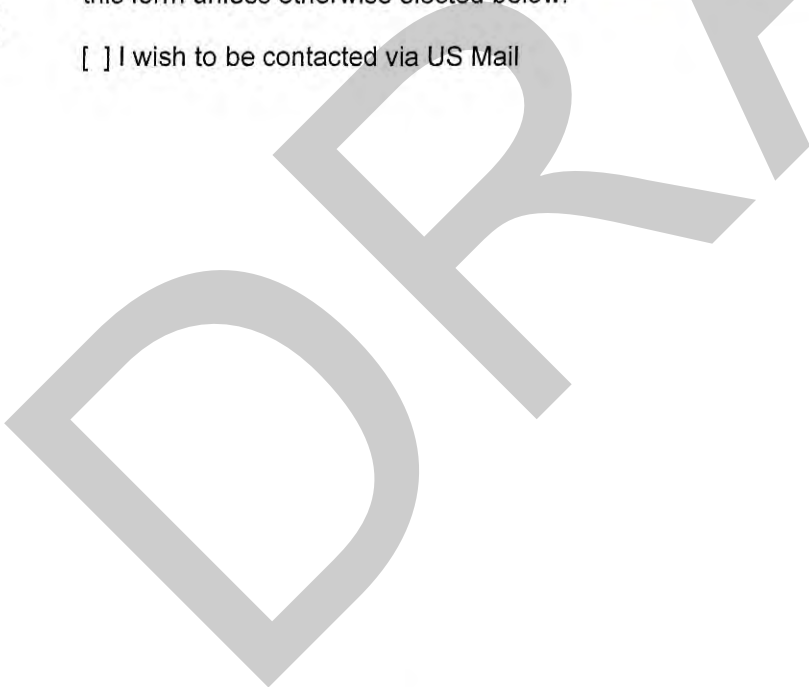
Plan Sponsor Signature: \_\_\_\_\_

Plan Sponsor Email Address: d.zimmerman@fzjewell.com

By providing your email address, you are consenting to receive electronic communications as it relates only to this form unless otherwise elected below.

I wish to be contacted via US Mail

15302000184035



PO Box 182797, Columbus OH 43218-2797

Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, Member FINRA.

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NRN-2546AO.1 (12/20)

Plan Number: 0036194001





Please complete the required information\* below, and then complete the information for whichever Option(s) that you use to update your account details with Nationwide. If you are updating or removing more than two contacts, please use multiple sheets to update this information.

**\*Required Information**

Employer/ Plan Name: County of Tazewell Deferred Compensation Plan  
NRS Plan Number: 0036194001

**OPTION 1: Update Your Address**

Address Line 1: 115. 4th Street  
Address Line 2: Suite 432  
City: Pekin State: IL ZIP: 60154

**OPTION 2: Update PRIMARY Contacts**

Name: J. David Zimmerman Title: County Board Chairman  
Preferred Phone: 309-477-2272 Fax: 309-477-2273 Email: d.zimmerman@tazewell.ilc  
Name: Roger B. Workheiser Title: Human Resource Generalist  
Preferred Phone: 309-478-5934 Fax: 309-478-5614 Email: rworkheiser@tazewell.ca

**OPTION 3: Update PAYROLL Contacts**

Name: Teresa Melvin Title: Payroll Administrator  
Preferred Phone: 309-478-5918 Fax: \_\_\_\_\_ Email: tmelvin@tazewell.ca  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Preferred Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**OPTION 4: Remove Contacts**

Contact Name 1: Tina Rudd  
Contact Name 2: \_\_\_\_\_

**Authorization**

Full Name (please print): \_\_\_\_\_  
Signature: [Signature] Date: \_\_\_\_\_

**Form Return**

By mail: Nationwide Retirement Solutions  
PO Box 182797  
Columbus, OH 43218-2797

By email: NRSPlan@nationwide.com  
By fax: 877-677-4329  
(please be sure to include a fax coversheet which reflects the Plan Sponsor Name)

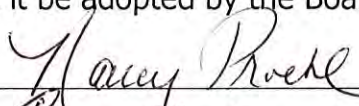

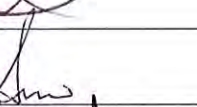
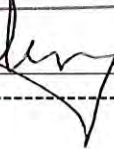
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**COMMITTEE REPORT**

E-21-97

Mr. Chairman and Members of the Tazewell County Board:

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


**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely DCT Distributing, Inc. dba Detailers Training and Services.; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and the business remained open for 60 days of receiving capital assistance;

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 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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

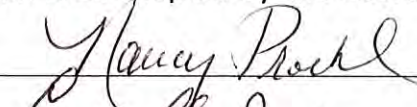
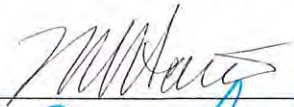

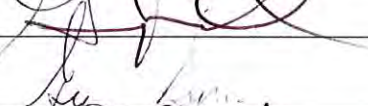
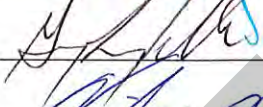

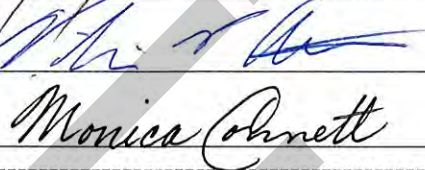


**COMMITTEE REPORT**

E-21-99

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Morton Rentals, LLC; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and the business remained open for 60 days of receiving capital assistance;

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 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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

**COMMITTEE REPORT**

E-21-101

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely TC Fitness, LLC dba Impact Fitness and Lifestyle Center; and

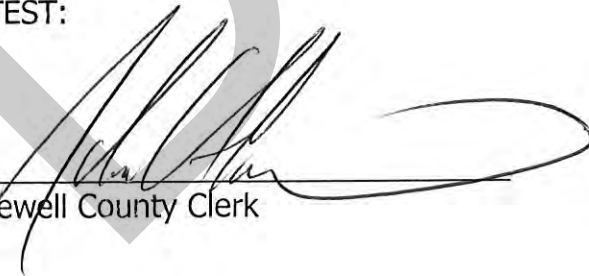
WHEREAS, an Inter-Governmental Grant Agreement was approved for \$20,000 to be used for payroll, inventory, occupancy and supplies and the business remained open for 60 days of receiving capital assistance;

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 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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


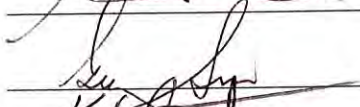



**COMMITTEE REPORT**

E-21-98

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Johnson's Floral; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll, occupancy and inventory and the business remained open for 60 days of receiving capital assistance;

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 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

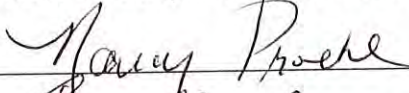
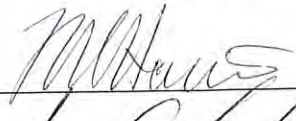

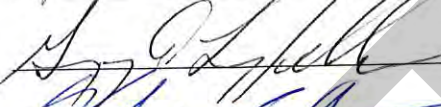




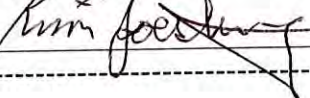

  
 \_\_\_\_\_  
 Tazewell County Board Chairman

**COMMITTEE REPORT**

E-21-100

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely ScheffTech Productions, LLC; and


WHEREAS, an Inter-Governmental Grant Agreement was approved for \$10,000 to be used for payroll, telecommunications, inventory, contractual, supplies and other and the business remained open for 60 days of receiving capital assistance;

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 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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

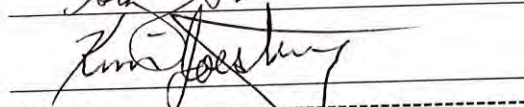


**COMMITTEE REPORT**

E-21-102

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Plaza Lanes, LLC; and

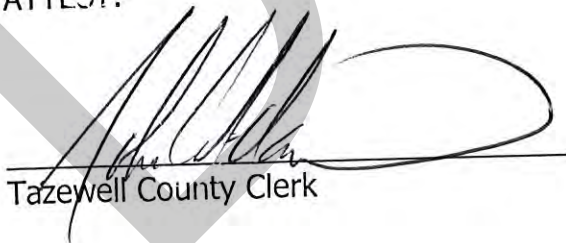
WHEREAS, an Inter-Governmental Grant Agreement was approved for \$20,700 to be used for payroll and the business remained open for 60 days of receiving capital assistance;

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 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

  
Tazewell County Clerk

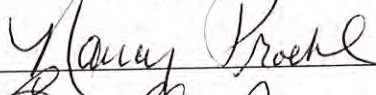
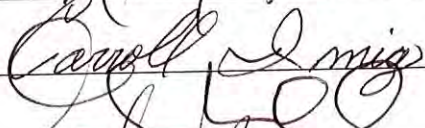
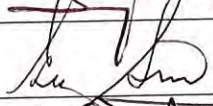
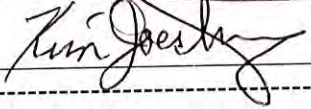
  
Tazewell County Board Chairman


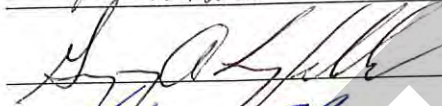

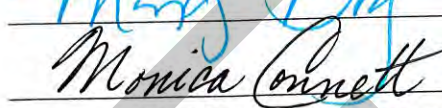

**COMMITTEE REPORT**

E-21-103

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Jay Cee's Salon; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$20,000 to be used for occupancy, utilities, telecommunications, inventory, contractual, supplies and other and the business remained open for 60 days of receiving capital assistance;

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 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

  
 Tazewell County Clerk

  
 Tazewell County Board Chairman

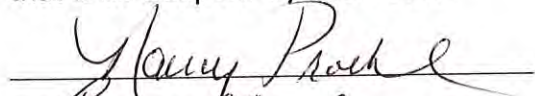
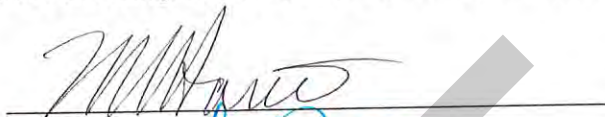
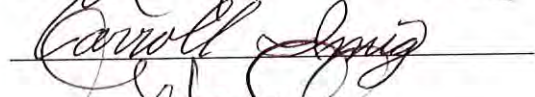



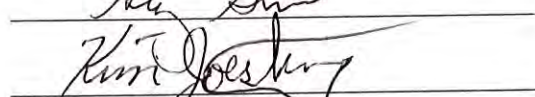
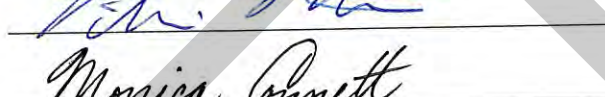

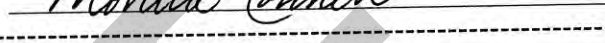


**COMMITTEE REPORT**

E-21-104

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Boutique 309; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$9,500 to be used for payroll, occupancy, inventory, telecommunications and supplies and the business remained open for 60 days of receiving capital assistance;

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 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

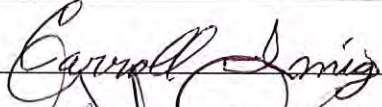





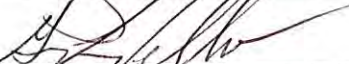
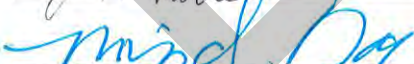
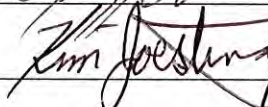
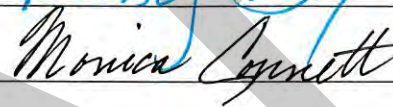
  
 \_\_\_\_\_  
 Tazewell County Clerk

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

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the low bid for the 2021 sealcoat work for the Heritage Lake Subdivision Special Service Area; and

WHEREAS, this low bid was received from R.A. Cullinan & Son for \$106,591.84; and

WHEREAS, this bid was recommended by the Heritage Lake Subdivision Special Service Area Commission.

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 Highway Department and the Auditor of this action.

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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

STATE OF ILLINOIS  
TABULATION OF BIDS

Tazewell County		DATE:	R.A. Cullinan			
Heritage Lake Subdivision SSA		May 13, 2021	BID: \$ 106,591.84		BID: \$ -	
Sec. 2021 Seal Coat			UNIT PRICE		UNIT PRICE	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE
1	P BIT MATLS SE CT (CRSP)	TON	50	\$ 1,293.73	\$ 64,686.50	\$ -
2	BIT MATLS SE CT (PG52-28)	TON	2	\$ 1,965.61	\$ 3,931.22	\$ -
3	SEAL COAT AGG (Black Trap Rock CA-16)	TON	401	\$ 86.95	\$ 34,866.95	\$ -
4	TRAF CONT & PROT SPL	L SUM	1	\$ 3,107.17	\$ 3,107.17	\$ -



RESOLUTION



E-21-106

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

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

CINCINNATI TOWNSHIP

PERMANENT PARCEL NUMBER: 10-10-12-410-060

As described in certificates(s) : 0715 sold October 1999

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

WHEREAS, Jody M. Wilson, has bid \$807.40 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$57.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.40.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 26 day of MAY 2021

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

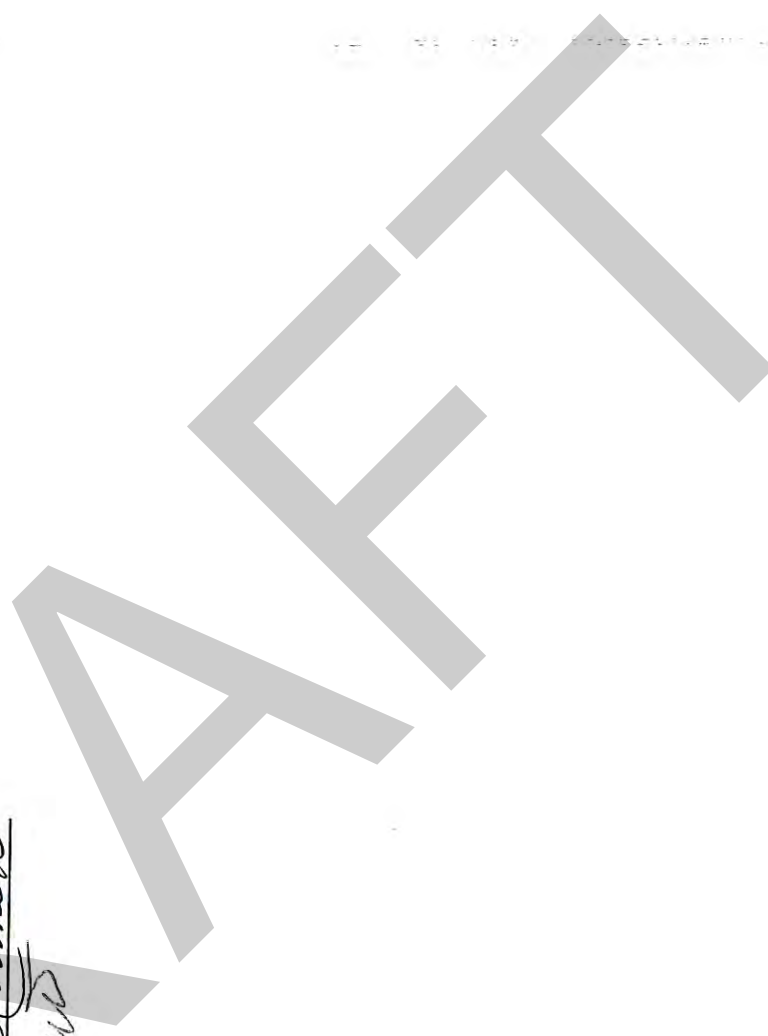


Tazewell County Monthly Resolution List - May 2021

RES#	Account	Type	Account Name	Parce#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
05-21-001	0620062B	SAL	JODY M. WILSON	10-10-12-410-060	807.40	0.00	0.00	57.40	450.00	0.00	300.00
Totals					\$807.40	\$0.00	\$0.00	\$57.40	\$450.00	\$0.00	\$300.00

  
  
  
  
 Committee Members  
  


Clerk Fees \$0.00  
 Recorder/Sec of State Fees \$57.40  
 Total to County \$357.40



**INSTRUCTIONS FOR RESOLUTIONS**  
(Please keep this copy with packet until routing is complete)  
Revised: March 2018

1) Agent mails to Committee for approval:

- a) Original resolution with appropriate disbursement checks attached to each
- b) Monthly Resolution List

**Received**

MAY 07 2021

Tazewell County  
Board Office

2) Committee:

- a) Reviews resolutions and submits to full County Board
- b) Resolution List is presented to County Board Members in their monthly packet

3) County Board:

- a) **Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.**
- b) Chairman signs each resolution
- c) County Clerk seals and attests each resolution
- d) Retains Original of each resolution and copies each executed resolution 2 times
- e) Delivers to Treasurer 2 copies of each resolution with all checks

4) County Treasurer:

- a) Signs all checks
- b) Retains one copy of each resolution
- c) Retains Treasurer's check(s) for deposit
- d) Forwards Clerk's check (if any) to clerk
- e) Returns 1 copy of each resolution with Agent, Auctioneer, Recorder and Purchaser refund check (if any) to:

**County Delinquent Tax Agent**  
**ATTN: RESOLUTIONS**  
**P. O. Box 96**  
**Edwardsville, IL 62025**

## ROUTE TO TREASURER

Dear Treasurer,

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

<u>Item #</u>	<u>Date Sold</u>	<u>Purchaser</u>	<u>Future Taxes Due Beginning</u>
0620062B	06/26/2020	Jody M. Wilson	January 1, 2021 payable 2022

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*Parcel(s) Involved: 10-10-12-410-060*

**PAY** EXACTLY FOUR HUNDRED FIFTY DOLLARS ONLY

TO THE ORDER OF	Joseph E. Meyer & Assoc Inc Tazewell County Tax Agent	I.D. NO. 0620062B	DATE 04/21/2021	AMOUNT \$450.00
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FOR Sale-Jody M. Wilson  
05-21-001

*White*

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002439⑈ ⑆071102568⑆ 00343420⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

**TAZEWELL COUNTY**  
TRUSTEE PAYMENT ACCOUNT

BUSEY BANK  
PEKIN, IL 61554  
70-232-711

2440

**PAY** EXACTLY THREE HUNDRED DOLLARS ONLY

TO THE ORDER OF	Tazewell County Collector	I.D. NO. 0620062B	DATE 04/21/2021	AMOUNT \$300.00
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FOR Sale-Jody M. Wilson  
05-21-001

*White*

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002440⑈ ⑆071102568⑆ 00343420⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

**TAZEWELL COUNTY**  
TRUSTEE PAYMENT ACCOUNT

BUSEY BANK  
PEKIN, IL 61554  
70-232-711

2441

**PAY** EXACTLY FIFTY-SEVEN DOLLARS AND FORTY CENTS ONLY

TO THE ORDER OF	Tazewell County Recorder	I.D. NO. 0620062B	DATE 04/21/2021	AMOUNT \$57.40
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FOR Sale-Jody M. Wilson  
05-21-001

*White*

SECURITY FEATURES INCLUDED. DETAILS ON BACK

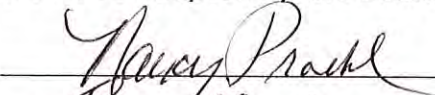
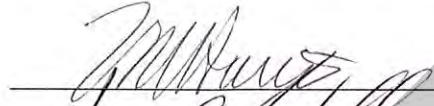

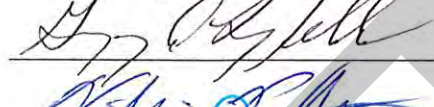
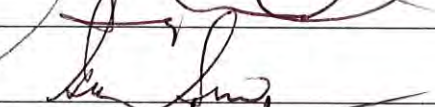

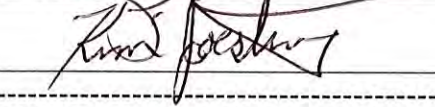
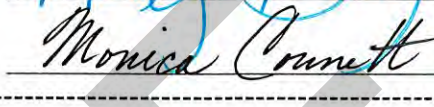
VOID AFTER 180 DAYS

⑈0002441⑈ ⑆071102568⑆ 00343420⑈



Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve a Letter of Support for the City of East Peoria as they work to extend the life of the West Washington TIF; and

WHEREAS, the extension is necessary in order to secure financing for a multi-use development project in the Levee District.

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

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

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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

# Tazewell County Board



David Zimmerman, Chairman of the Board  
Wendy K. Ferrill, County Administrator

May 26, 2021

Dear Mayor and City Council Members:

Please be advised that Tazewell County is in full support of the City of East Peoria's efforts to extend the West Washington Street Tax Increment Financing District for twelve (12) additional years. The City and Tazewell County share a common interest in measures designed to assure the sustainability of the economic basis of our community. The extension of the term of this TIF District will serve the community by helping to attract private investment to the City which will broaden the tax base and promote economic development. After careful consideration, Tazewell County supports the City in its effort to obtain State of Illinois legislative approval to extend the life of the West Washington Street Tax Increment Financing District to 47 years.

Sincerely,

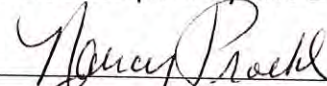
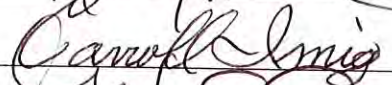
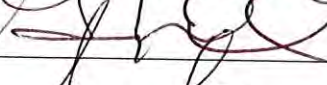
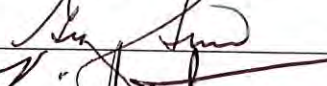
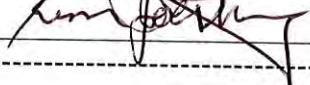


J. David Zimmerman  
Tazewell County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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


**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Intergovernmental Agreement with Delavan, Illinois; and

WHEREAS, this renewal agreement between the City of Delavan and Tazewell County is for the provision of services related to providing property maintenance inspections and review.

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

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

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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



AN ORDINANCE REPLACING PREVIOUS INTERGOVERNMENTAL  
AGREEMENT FOR BUILDING INSPECTION SERVICES BY AND BETWEEN THE  
CITY OF DELAVAN AND  
COUNTY OF TAZEWELL, ILLINOIS

**WHEREAS** the City of Delavan and County of Tazewell are "public agencies" as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and "units of local government" as defined in Article VII, § 1 of the Constitution of the State of Illinois, and,

**WHEREAS** Article VII, § 10 of the Constitution of the State of Illinois provides in part that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, and may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and,

**WHEREAS** the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides in part that any power or powers, privileges or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised and enjoyed jointly with any other public agency of the State of Illinois (5 ILCS 220/3); and that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each part to the contract, and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties (5 ILCS 220/5); and that any public agency entering into an intergovernmental cooperation agreement may appropriate funds and may authorize the receipt of grants and provide personnel or



services to operate the joint or cooperative undertaking as may be within its legal power to furnish; and,

WHEREAS the City of Delavan and the County of Tazewell desire to enter into an Intergovernmental Agreement for ~~Animal & Rabies Control Services.~~ *Property Maintenance Inspection*

*Inspection*

*Property Maintenance*

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Delavan, Illinois, that an intergovernmental agreement by and between the City of Delavan and County of Tazewell, Illinois, dated May 4, 2021, a copy of which is attached hereto as Exhibit A and incorporated in and made a part hereof, is hereby approved, and the Mayor and the Deputy City Clerk of the City of Delavan are hereby authorized and directed to execute the said contract for and on behalf of the City of Delavan.

PASSED AND ORDAINED this 4 day of May, A.D., 2021.

AYES: Bury, Fornoff, Hall, Horath, Johnson

NAYS: \_\_\_\_\_

ABSENT: Whightsil

APPROVED this 4 day of May, A.D., 2021.

*Elizabeth A. Shum*  
Mayor

ATTEST:  
*Zammy Huby*  
Deputy City Clerk

(Seal)

(Recorded in City Ordinance Record on May 4, 2021.)

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF DELAVAN AND TAZEWELL COUNTY FOR  
THE PROVISION OF SERVICES RELATED TO PROVIDING PROPERTY  
MAINTENANCE INSPECTIONS AND REVIEWS**

This Agreement is effective as of ~~April~~ May 4, 2021 (the "Effective Date"), by and between the CITY OF DELAVAN, (the "City"), and TAZEWELL COUNTY ("County").

**Background**

A. The City desires to hire the County for services related to inspecting properties in violation of the Property Maintenance Code as enforced by the City, and the County desires to provide such services pursuant to the terms of this Agreement.

**Agreement**

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Background. The Background paragraphs set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement.

2. Services. The County shall provide services to the City within twenty-four (24) hours of request of such services by the City. It is anticipated that services requested by the City and performed by the County will include but are not limited to:

- (a) Perform inspections of properties that are in violation of the Property Maintenance Code as adopted by the City;
- (b) Create reports of inspections as requested and appear in court as requested to provide testimony.

3. Payment.

(a) Rate. In exchange for the County's performance of its obligations, the City shall pay the County at the rate of Seventy-five dollars (\$75) per hour worked in the performance of its obligations under this Agreement.

(b) Other Expenses. Except as otherwise provided in this Agreement or as may hereafter be established by an agreement in writing executed by the parties to this Agreement, all expenses incurred by each party in performing their obligations under this Agreement shall be borne by the party incurring the expense.

(c) Invoices. The County shall send the City from time to time a detailed invoice evidencing all reimbursable expenses and the time spent in performing its obligations under this Agreement. The City agrees to pay the County within thirty (30) days of the invoice date for services properly rendered to the City under this Agreement.

4. Employees of the County. Employees of the County performing services under this Agreement shall be and shall remain employees of the County. The County shall be responsible for the withholding of all taxes and similar items on behalf of its employees and the remitting of payments and returns to governmental agencies. The employees of the County performing services under this Agreement shall at no time, for any purpose, be deemed to be an employee of the City and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the City to the City's employees, except as otherwise required by law.

5. Confidentiality. In order to permit the County to perform its obligations under the terms of this Agreement, the City will permit the County to have reasonable access to the City's premises, data, information, records, computers, and other materials necessary to the performance of this Agreement. The County agrees that it will keep confidential and never divulge any of the following information (collectively, the "**Confidential Information**"): (i) knowledge or information not in the public domain which is furnished to it by the City; (ii) knowledge or information of which the County becomes aware as a result of access to the City's premises, data, information, records, computers, and other materials; and (iii) knowledge or information that the County otherwise obtains in the course of performing services under this Agreement. Immediately upon written request of the City or expiration or termination of this Agreement, the County shall return to the City all tangible Confidential Information and all property belonging to the City.

6. Representations and Warranties of the County. The County has full power, and authority to enter into, deliver, and perform this Agreement and to perform the services contemplated herein. The County has duly executed and delivered this Agreement, and this Agreement constitutes the County's valid and binding obligation, enforceable against the County in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights generally now or hereafter in effect, and subject to the availability of equitable remedies. The execution, delivery, and performance of this Agreement by the County and the consummation of the transactions contemplated herein, do not and will not (i) require the consent, approval, authorization, order, filing, registration, or qualification of or with any court, governmental authority, or third person, except that which already has been obtained, (ii) conflict with or result in any violation of or default under any provision of any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise, or license to which the County is a party or (iii) violate any law, ordinance, rule, regulation, judgment, order, or decree applicable to the County.

7. Term.

(a) Initial Term. Unless earlier terminated as otherwise provided in this Agreement, the Term of this Agreement shall be in effect for one (1) year from the Effective Date, and may be renewed by the parties by mutual agreement prior to or at the conclusion of the term hereof.

(b) Termination for Cause. In the event either the City or the County should fail to perform any covenant or obligation as provided herein, the other party shall provide to the defaulting party five (5) days written notice of the default, specifying therein the specific failure to perform. If the default is not cured or corrected within five (5) days of the date of delivery of the notice above provided, the non-defaulting party may terminate this Agreement by serving a Notice of Termination on the other party. From and after delivery of such Notice of Termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

(c) Termination Without Cause. Either party may terminate this Agreement without cause by serving the other party with forty-five (45) days prior written notice of termination. From and after the effective date of such termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

8. Miscellaneous.

(a) Assignment. This Agreement is binding on the parties hereto and shall not be assignable or transferrable by any party hereto without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

(c) Amendment and Waiver. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived, by an instrument in writing executed by all parties hereto.

(d) Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Integrated Agreement. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to the subject matter hereof other than those set forth herein or herein provided for, and/or attached.

(f) Notice. The notices hereinabove provided shall be deemed to be delivered when deposited in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

County:

Tazewell County  
c/o Kristal Bachman  
McKenzie Building  
11 S. 4<sup>th</sup> St., Ste. 400  
Pekin, IL 61554

City:

City of Delavan  
c/o Matt Fick  
219 Locust Street  
P.O. Box 590  
Delavan, IL 61734-0590



(g) Attorneys' Fees. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court.


(h) Indemnification of City. The County shall save and hold the City free, harmless, and indemnified from and against any and all liability, damages, claims, causes of action and responsibility whatsoever arising out of or in any way connected with: (i) performance of the services provided by the County under this Agreement; or (ii) any breach by the County of any of the terms of this Agreement.

(i) Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of the Agreement which are valid.


(j) Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written.

**CITY OF DELAVAN**

By   
Elizabeth Skinner  
Mayor

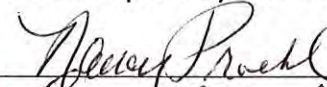


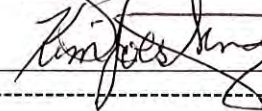
**TAZEWELL COUNTY**

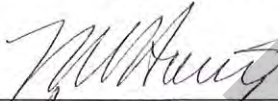



  
David Zimmerman  
Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve the appointment of Jennifer Campbell as the Supervisor of Assessments; and

WHEREAS, this appointment is approved by the County Board Chairman pursuant to the statutes and with County Board approval; and


WHEREAS, the County Board desires to appoint Ms. Campbell for a four (4) year term commencing June 14, 2021 and expiring June 13, 2025.

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

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

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

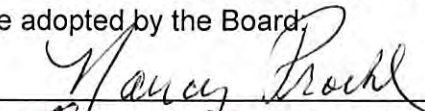

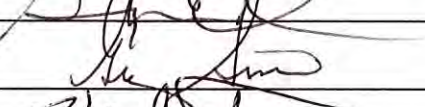
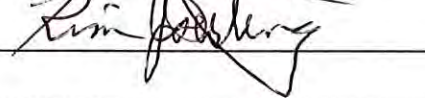
  
 \_\_\_\_\_  
 Tazewell County Board Chairman

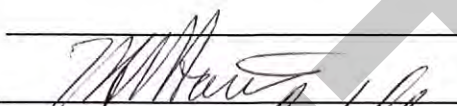
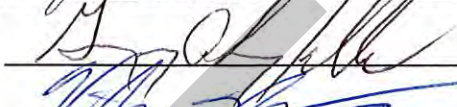




**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the County's Executive Committee recommends to the County Board to approve a resolution calling for the Governor and General Assembly to protect local control of zoning and land use; and

**WHEREAS**, Counties are authorized by the Counties Code (55 ILCS 5/1-1001 *et seq.*) to adopt and develop zoning regulations; and

**WHEREAS**, Section 5-12001 of the Counties Code provides "the county board or board of county commissioners, as the case may be, of each county, shall have the power to regulate and restrict the location and use of buildings, structures and land" and "to regulate and restrict the intensity of such uses, to establish building or setback lines on or along any street, trafficway, drive, parkway or storm or floodwater runoff channel or basin outside the limits of cities, villages and incorporated towns which have in effect municipal zoning ordinances" (55 ILCS 5/5-12001); and

**WHEREAS**, consistent with their zoning authority, numerous Counties throughout the state of Illinois have adopted zoning and setback regulations related to wind energy facilities such as the model ordinance prepared by the Chicago Environmental Law Clinic and have made substantial revisions over time to suit the needs of their Counties and the residents of their Counties; and

**WHEREAS**, Senate Bill 1602 was filed in the Illinois Senate on February 26, 2021 and seeks to mandate very specific timelines and procedural requirements regarding siting approval or a special use permits for commercial wind energy facilities; and

**WHEREAS**, Senate Bill 1602 also mandates substantive changes including setback requirements, blade tip height limitations, and sound limitations; and

**WHEREAS**, Senate Bill 1602 requires that any currently-existing county zoning ordinances pertaining to wind farms be amended within 120 days to comply with the requirements of the bill and prohibits a county from adopting any future restrictions on the installation or use of a commercial wind energy facility that are inconsistent with the provisions of the bill; and

**WHEREAS**, the changes contained in Senate Bill 1602 ignore differences that occur locally from county to county across the State of Illinois and remove a county board's ability to regulate those local differences and address the concerns of their residents; and

**WHEREAS**, Senate Bill 1602 further undermines local control in that it substitutes state level legislative determination for the local control exercised by county zoning commissions, zoning boards of appeals, and county boards; and


**WHEREAS**, the County Board is the best entity to support the needs, interests, and safety of its residents due to direct feedback and understanding of the County's needs, while State officials or industry leaders who do not reside in these Counties may not be aware of the most relevant and current information.

**NOW, THEREFORE, BE IT RESOLVED** by the members of the Board of Tazewell County, Illinois as follows:

1. The County Board opposes Senate Bill 1602 or any similar legislation that would undermine the County Board's local zoning authority.
2. The County Board urges the Illinois General Assembly to abandon any efforts to advance Senate Bill 1602.
3. The County Board urges Governor Pritzker to veto Senate Bill 1602 or any similar bill should the General Assembly pass such legislation.
4. The Clerk is hereby directed to send copies of this Resolution to Governor Pritzker, the legislative leaders of both chambers of the Illinois General Assembly, and the representatives and senators representing this County.

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve committing \$20,000 of General Fund money to a designated savings account to be held for the certification of net worth for the fuel station; and

WHEREAS, this \$20,000 of committed funds is comprised of \$10,000 for correction action and \$10,000 for third-party liability for bodily injury or property damage; and

WHEREAS, a designated savings account must be set up for meeting the financial responsibility requirements and cannot be used for any other purpose; and

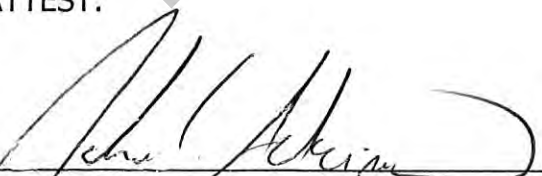
WHEREAS, this corrective action is for FY2021 and will be addressed in FY2022 if necessary.

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 Highway Department, the Treasurer and the Auditor of this action.

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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

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

**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Brad Zimmerman of 5223 E. Queenwood, Groveland, IL to the Morton Area Farmers Fire Protection District for a term commencing May 01, 2021 and expiring April 30, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Brad Zimmerman to the Morton Area Farmers Fire Protection District and we recommend said appointment be approved.

*David Zimmerman*  
*Carol Imig*  
*[Signature]*  
*[Signature]*  
*Kim [Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*  
*Monica [Signature]*

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Brad Zimmerman to the Morton Area Farmers Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Patrick McGrath, 1600 South 4<sup>th</sup> Avenue, Suite 137, Morton, IL 61550 of this action.

PASSED THIS 26th DAY OF MAY, 2021.

ATTEST:

*[Signature]*  
Tazewell County Clerk

*[Signature]*  
Tazewell County Board Chairman



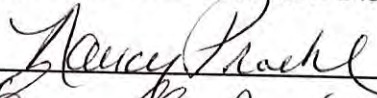
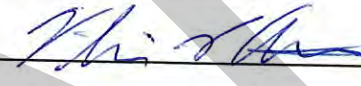
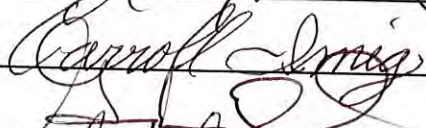
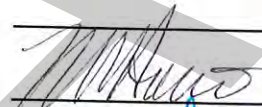
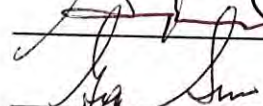
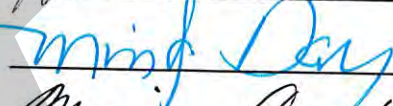
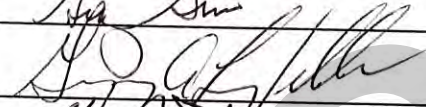
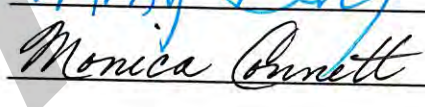
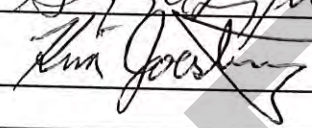
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint William Conrad of 1511 Hazel Street, Pekin, IL 61554 to the Schaeferville Fire Protection District for a term commencing May 01, 2021 and expiring April 30, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of William Conrad to the Schaeferville Fire Protection District and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of William Conrad to the Schaeferville Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify McGrath Law Office, P.C., 113 S. Main Street, PO Box 139, Mackinaw, IL 61755 of this action.

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

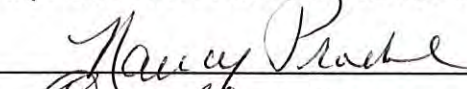
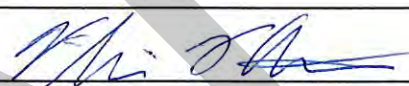




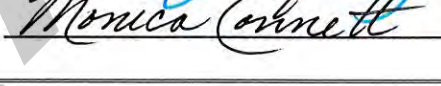
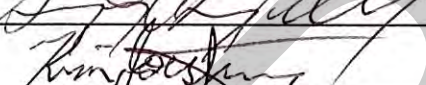

**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Dean Nafziger of 5564 Hittle Road, Hopedale, IL 61747 to the Hopedale Fire Protection District for a term commencing May 01, 2021 and expiring April 30, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Dean Nafziger to the Hopedale Fire Protection District and we recommend said appointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Dean Nafziger to the Hopedale Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify McGrath Law Office of this action.

PASSED THIS 26<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

AN ORDINANCE REPLACING PREVIOUS INTERGOVERNMENTAL AGREEMENT FOR BUILDING INSPECTION SERVICES BY AND BETWEEN THE CITY OF DELAVAN AND COUNTY OF TAZEWELL, ILLINOIS

**WHEREAS** the City of Delavan and County of Tazewell are "public agencies" as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and "units of local government" as defined in Article VII, § 1 of the Constitution of the State of Illinois, and,

**WHEREAS** Article VII, § 10 of the Constitution of the State of Illinois provides in part that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, and may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and,

**WHEREAS** the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides in part that any power or powers, privileges or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised and enjoyed jointly with any other public agency of the State of Illinois (5 ILCS 220/3); and that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each part to the contract, and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties (5 ILCS 220/5); and that any public agency entering into an intergovernmental cooperation agreement may appropriate funds and may authorize the receipt of grants and provide personnel or



services to operate the joint or cooperative undertaking as may be within its legal power to furnish; and,

**WHEREAS** the City of Delavan and the County of Tazewell desire to enter into an Intergovernmental Agreement for ~~Animal & Rabies Control Services.~~

*Inspection*

*Property Maintenance*

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Delavan, Illinois, that an intergovernmental agreement by and between the City of Delavan and County of Tazewell, Illinois, dated May 4, 2021, a copy of which is attached hereto as Exhibit A and incorporated in and made a part hereof, is hereby approved, and the Mayor and the Deputy City Clerk of the City of Delavan are hereby authorized and directed to execute the said contract for and on behalf of the City of Delavan.

PASSED AND ORDAINED this 4 day of May, A.D., 2021.

AYES: Bury, Hall, Fornoff, Horath, Johnson

NAYS: \_\_\_\_\_

ABSENT: Whightsil

APPROVED this 4 day of May, A.D., 2021.

*E. Elizabeth A. Stein*  
Mayor

ATTEST:

*Sammy Huby*  
Deputy City Clerk

(Seal)

(Recorded in City Ordinance Record on May 4, 2021.)

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF DELAVAN AND TAZEWELL COUNTY FOR  
THE PROVISION OF SERVICES RELATED TO PROVIDING PROPERTY  
MAINTENANCE INSPECTIONS AND REVIEWS**

This Agreement is effective as of ~~April~~ May 4, 2021 (the “**Effective Date**”), by and between the CITY OF DELAVAN, (the “**City**”), and TAZEWELL COUNTY (“**County**”).

**Background**

A. The City desires to hire the County for services related to inspecting properties in violation of the Property Maintenance Code as enforced by the City, and the County desires to provide such services pursuant to the terms of this Agreement.

**Agreement**

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Background**. The Background paragraphs set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement.

2. **Services**. The County shall provide services to the City within twenty-four (24) hours of request of such services by the City. It is anticipated that services requested by the City and performed by the County will include but are not limited to:

- (a) Perform inspections of properties that are in violation of the Property Maintenance Code as adopted by the City;
- (b) Create reports of inspections as requested and appear in court as requested to provide testimony.

3. **Payment**.

(a) **Rate**. In exchange for the County’s performance of its obligations, the City shall pay the County at the rate of Seventy-five dollars (\$75) per hour worked in the performance of its obligations under this Agreement.

(b) **Other Expenses**. Except as otherwise provided in this Agreement or as may hereafter be established by an agreement in writing executed by the parties to this Agreement, all expenses incurred by each party in performing their obligations under this Agreement shall be borne by the party incurring the expense.

(c) **Invoices**. The County shall send the City from time to time a detailed invoice evidencing all reimbursable expenses and the time spent in performing its obligations under this Agreement. The City agrees to pay the County within thirty (30) days of the invoice date for services properly rendered to the City under this Agreement.

4. Employees of the County. Employees of the County performing services under this Agreement shall be and shall remain employees of the County. The County shall be responsible for the withholding of all taxes and similar items on behalf of its employees and the remitting of payments and returns to governmental agencies. The employees of the County performing services under this Agreement shall at no time, for any purpose, be deemed to be an employee of the City and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the City to the City's employees, except as otherwise required by law.

5. Confidentiality. In order to permit the County to perform its obligations under the terms of this Agreement, the City will permit the County to have reasonable access to the City's premises, data, information, records, computers, and other materials necessary to the performance of this Agreement. The County agrees that it will keep confidential and never divulge any of the following information (collectively, the "**Confidential Information**"): (i) knowledge or information not in the public domain which is furnished to it by the City; (ii) knowledge or information of which the County becomes aware as a result of access to the City's premises, data, information, records, computers, and other materials; and (iii) knowledge or information that the County otherwise obtains in the course of performing services under this Agreement. Immediately upon written request of the City or expiration or termination of this Agreement, the County shall return to the City all tangible Confidential Information and all property belonging to the City.

6. Representations and Warranties of the County. The County has full power, and authority to enter into, deliver, and perform this Agreement and to perform the services contemplated herein. The County has duly executed and delivered this Agreement, and this Agreement constitutes the County's valid and binding obligation, enforceable against the County in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights generally now or hereafter in effect, and subject to the availability of equitable remedies. The execution, delivery, and performance of this Agreement by the County and the consummation of the transactions contemplated herein, do not and will not (i) require the consent, approval, authorization, order, filing, registration, or qualification of or with any court, governmental authority, or third person, except that which already has been obtained, (ii) conflict with or result in any violation of or default under any provision of any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise, or license to which the County is a party or (iii) violate any law, ordinance, rule, regulation, judgment, order, or decree applicable to the County.

7. Term.

(a) Initial Term. Unless earlier terminated as otherwise provided in this Agreement, the Term of this Agreement shall be in effect for one (1) year from the Effective Date, and may be renewed by the parties by mutual agreement prior to or at the conclusion of the term hereof.

(b) Termination for Cause. In the event either the City or the County should fail to perform any covenant or obligation as provided herein, the other party shall provide to the defaulting party five (5) days written notice of the default, specifying therein the specific failure to perform. If the default is not cured or corrected within five (5) days of the date of delivery of the notice above provided, the non-defaulting party may terminate this Agreement by serving a Notice of Termination on the other party. From and after delivery of such Notice of Termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.



(c) Termination Without Cause. Either party may terminate this Agreement without cause by serving the other party with forty-five (45) days prior written notice of termination. From and after the effective date of such termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

8. Miscellaneous.

(a) Assignment. This Agreement is binding on the parties hereto and shall not be assignable or transferrable by any party hereto without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

(c) Amendment and Waiver. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived, by an instrument in writing executed by all parties hereto.

(d) Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Integrated Agreement. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to the subject matter hereof other than those set forth herein or herein provided for, and/or attached.

(f) Notice. The notices hereinabove provided shall be deemed to be delivered when deposited in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

County:

Tazewell County  
c/o Kristal Bachman  
McKenzie Building  
11 S. 4<sup>th</sup> St., Ste. 400  
Pekin, IL 61554

City:

City of Delavan  
c/o Matt Fick  
219 Locust Street  
P.O. Box 590  
Delavan, IL 61734-0590

(g) Attorneys' Fees. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court.

(h) Indemnification of City. The County shall save and hold the City free, harmless, and indemnified from and against any and all liability, damages, claims, causes of action and responsibility whatsoever arising out of or in any way connected with: (i) performance of the services provided by the County under this Agreement; or (ii) any breach by the County of any of the terms of this Agreement.

(i) Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of the Agreement which are valid.

(j) Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

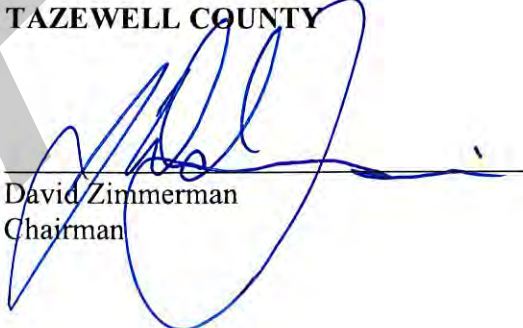
**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written.

**CITY OF DELAVAN**

By

  
Elizabeth Skinner  
Mayor

**TAZEWELL COUNTY**

  
David Zimmerman  
Chairman