

Tazewell County Board

Wednesday, June 30, 2021

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



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TAZEWELL COUNTY BOARD

James Carius Community Room
and teleconference
Wednesday, June 30, 2021 - 6:00 p.m.

David Zimmerman - Chairman of the Board
Michael Harris - Vice Chairman of the Board

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees – to be provided to the County Board Chairman or the County Administrator via email or written submission prior to 1pm on June 30, 2021. (dzimmerman@tazewell.com, wferrill@tazewell.com or 11 S. 4th Street, Suite 432, Pekin, IL 61554)
- D. Communications from elected and appointed county officials
- E. Approve the minutes of the May 26, 2021 County Board Proceedings
- F. **In-Place Property Committee meeting**
- G. **In-Place Executive Committee meeting**
- H. **In-Place Risk Management Committee meeting**
- I. Consent Agenda:

Transportation:

- T-21-35 1. Approve contract for joint bridge construction with Marquette Heights

Finance:

- F-21-20 2. Approve transfer request for the County Clerk/Recorder
- F-21-21 3. Approve the FY22 Budget Parameters

Human Resources:

- HR-21-06 4. Approve an Agreement with Korn Ferry

Risk Management:

- RM-21-02 5. Approve worker's compensation settlement

- RM-21-03** 6. Approve worker's compensation settlement
Upon approval of In-Place meeting

Executive:

- E-21-114 7. Approve accepting the resignation of County Board member, Toni Minton

- E-21-122 8. Approve changes to polling locations

- E-21-123 9. Approve Emergency Declaration for tree removal at the Courthouse

- E-21-124 10. Approve the first invoice for DCBG RLF Closeout Grant 18-248951

- E-21-125 11. Approve agreement with Bellwether, LLC for consulting services for the American Rescue Plan Act funding

- E-21-115** 12. Approve the initiation of the close out process for the CDBG DSBS component, namely Dempsey's Pub, Inc.
Upon approval of In-Place meeting

- E-21-116** 13. Approve the initiation of the close out process for the CDBG DSBS component, namely Tequilas Mexican Bar and Grill
Upon approval of In-Place meeting

- E-21-117** 14. Approve the initiation of the close out process for the CDBG DSBS component, namely Touch of Bronze, Inc.
Upon approval of In-Place meeting

- E-21-118** 15. Approve the initiation of the close out process for the CDBG DSBS component, namely Lyt, Inc. dba Art at the Bodega
Upon approval of In-Place meeting

- E-21-119** 16. Approve the initiation of the close out process for the CDBG DSBS component, namely Dearcos Sheldon, Inc. dba Office of Main
Upon approval of In-Place meeting

- E-21-120** 17. Approve the initiation of the close out process for the CDBG DSBS component, namely Morton Firehouse Pizza, LLC
Upon approval of In-Place meeting

- E-21-121** 18. Approve the initiation of the close out process for the CDBG DSBS component, namely Terry Cooper dba Hilltop Grill
Upon approval of In-Place meeting

J. Unfinished Business

K. New Business

- L. Review of approved bills
- M. Approve the July 2021 Calendar of Meetings
- N. Recess to July 28, 2021

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, there exists a bridge (SN 090-6052), which is in need of replacement or rehabilitation on LaSalle Boulevard over Little Lick Creek in the City of Marquette Heights and maintained by the City; and

WHEREAS, the City of Marquette Heights has requested assistance from Tazewell County to replace or rehabilitate said bridge under Section 20-00009-00-BR as described in the attached contract agreement; and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer proceed with said construction with the financial participation allowed by law, and construct said bridge to be paid 50 percent from City of Marquette Heights Funds and 50 percent from County Bridge Funds;

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

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, City of Marquette Heights, Chairman of the Transportation Committee and County Engineer of this action and submit one (1) signed original to both the City of Marquette Heights and the County Engineer as notification of this action.

ADOPTED this 30th day of June, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

CONTRACT
FOR
JOINT CONSTRUCTION OF A BRIDGE

WHEREAS the County Board of Tazewell County, State of Illinois has deemed it expedient, as evidenced by the capital improvement plan and budget and appropriation ordinance adopted on October 28, 2020, to construct a bridge located near the Northwest Corner of the Northeast Quarter of Section 13, Township 25 North, Range 5 West of the Third Principal Meridian; and,

WHEREAS said construction replaces or rehabilitates an existing bridge designated as structure number 090-6052 located on LaSalle Boulevard, a public road in and under the jurisdiction of the City of Marquette Heights, Tazewell County, State of Illinois, crossing Little Lick Creek; and,

WHEREAS said City of Marquette Heights does hereby approach the County of Tazewell, State of Illinois, requesting aid in the joint construction of said bridge; and,

WHEREAS the cost of said construction, including preliminary and construction engineering, is estimated to be \$536,000.00; and,

WHEREAS the Illinois Highway Code at 605 ILCS 5/5-502 does provide for proportioning by contract the expense of such construction to be borne by each of the said County of Tazewell and of the said City of Marquette Heights, on such project;

NOW, THEREFORE, BE IT AGREED that said City of Marquette Heights shall obtain all necessary right-of-way, relocate all utilities as necessary, and bear one-half the total expense of said construction, including preliminary and construction engineering, of said bridge, and the County of Tazewell, State of Illinois shall bear the remainder of said total expense.

IN WITNESS WHEREOF the said parties have executed this agreement this _____ day of _____, A.D. 2021.

David Zimmerman, Chairman
Tazewell County Board

Dale Hamm, Mayor
City of Marquette Heights

ATTEST: _____
John C. Ackerman, Clerk
Tazewell County

ATTEST: _____
Vikki Steele, Clerk
City of Marquette Heights

COMMITTEE REPORT

F-21-20

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:

mind of

Nancy Proehl

[Signature]

[Signature]

[Signature]

Dorothy Sue Stinson

[Signature]

Joni Nentze

[Signature]

Frank Scortino

RESOLUTION

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

- Transfer \$19,810 from Contingency Line Item (100-610-5999) to Election Judge Line Item (100-602-5035-0000-000)

WHEREAS, the transfer is to cover the increased cost for the March Washington Township Primary and the April Consolidated Election.

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

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

PASSED THIS 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Sue Beeney - Transfer Request

From: John Ackerman
To: Nick Graff; Mindy Darcy
Date: 5/27/2021 3:34 PM
Subject: Transfer Request
Cc: Sue Beeney; Wendy Ferrill; Brett Grimm

As we discussed, the cost for the Election Judges pay for the March Washington Township Primary and April Consolidated Election is \$19,810 higher than what was budgeted. This amount will need to be moved from Contingency. Thank you.

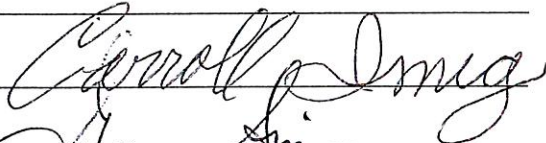



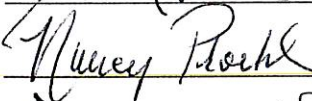
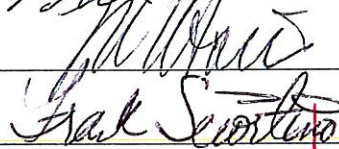

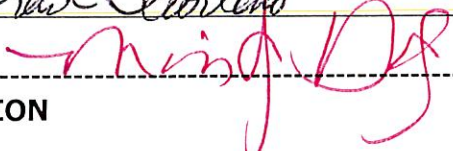
John C. Ackerman
Tazewell County Clerk

COMMITTEE REPORT

F-21-21

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 planning and developing of the Operating Budget for Tazewell County for FY22; and

WHEREAS, the goal is to achieve a balanced Operating Budget for the General and Special Revenue Funds; and

THEREFORE BE IT RESOLVED that the County Board set FY22 budget parameters as follows:

- Commodities and contractual expenses to remain at FY21 budgeted amounts for all General Fund departments.
- Special Revenue Funds are asked to submit balanced operating budgets.
- Capital expenditures will be scheduled by the County Administration staff based on the Property Committee Maintenance Needs and the CIP 5 year plan created by the 2018 CIP Work Group from information provided by all Elected and Appointed Department Heads and included in the Building Administration budget. Capital projects not identified on either report will need to be submitted to the Finance Department for consideration and scheduling in the next five years.
- Non-union employees will be considered for a general wage increase based upon recommendation of the HR Committee and final budget review.
- Deviations from the budget parameters will need to be explained on the Budget Exceptions form which will be provided by the Finance Department.

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

PASSED THIS 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk





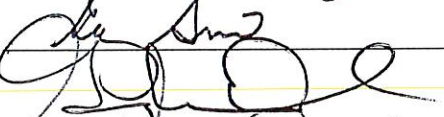

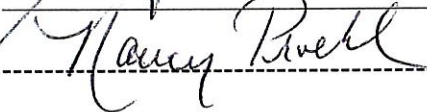
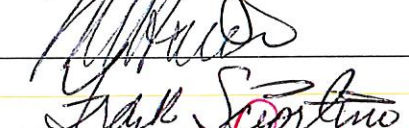
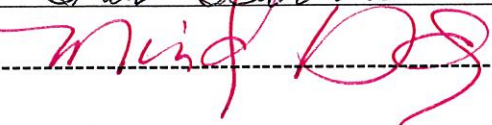
Tazewell County Board Chairman

COMMITTEE REPORT

HR-21-06

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to enter into an Agreement with Korn Ferry; and

WHEREAS, the Agreement is to complete a Salary Structure Review for Tazewell County and review the competitiveness of our existing pay ranges relative to current market data and current/future minimum wage increases and will include a Job Evaluation Audit for approximately 40 positions; and

WHEREAS, the cost for this project is \$24,500 and will be shared by County Administration in the amount of \$17,000 and the Health Department in the amount of \$7,500.

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 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



LETTER OF ENGAGEMENT

PRIVATE AND CONFIDENTIAL

June 17, 2021

Wendy Ferrill
County Administrator
Tazewell County
11 South 4th Street
Pekin, IL 61554

RE: Salary Structure Review

Dear Wendy:

We appreciate the opportunity to assist the office of the Tazewell County with a Salary Structure Review. This letter of engagement sets forth our understanding of your needs and the terms and conditions on which our services will be rendered. **Korn Ferry (US)**, on behalf of itself and its affiliates and doing business as Korn Ferry, may be referred to as "**Korn Ferry**," "**we**," "**our**," or "**us**." The office of the Tazewell County may be referred to as "**Tazewell**," "**Client**," "**you**," or "**your**." Korn Ferry and Client are referred to individually as a "**Party**" and collectively as the "**Parties**." This letter of engagement, including Attachments 1, 2, and 3, forms the agreement (the "**Agreement**") under which we will work together.

Korn Ferry will provide the professional services described in Attachment 1 (the "**Services**"). Paul Glogowski will lead the assignment. We may include other consultants, as needed, to assist in the provision of the Services. Services may be performed by one or more Korn Ferry affiliates.

If this Agreement accurately describes the terms of our engagement, please have an authorized representative of the Tazewell County sign and return the entire Agreement to me at paul.glogowski@kornferry.com. Our receipt of this Agreement signed by you authorizes us to proceed with our Services.

Korn Ferry appreciates the opportunity to be of service to Tazewell County. If you have any questions now or during our engagement, please call me at 469.235.5061.

Sincerely,

Korn Ferry (US)

Paul Glogowski

Accepted by:

Korn Ferry (US)

Tazewell County

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**ATTACHMENT 1
SCOPE OF SERVICES**

Our Understanding of Your Needs

Review the competitiveness of Tazewell County's existing pay ranges relative to current market data and current/future minimum wage increases in Illinois.

Our Response to Your Needs

To assist with this request, Korn Ferry will:

- Conduct a Job Evaluation Audit for approximately 40 positions within the County to ensure County jobs are placed correctly into the structure based on job content, which may have change over the past several years
- Review with Tazewell any evaluation change being recommended by Korn Ferry
- Provide current data for base salary to compare the midpoints of the current ranges.
- Provide data at three levels such as the P25, P30 and P40 for example.
- Assess if the midpoints are continued to be aligned at the respective market levels and if there are any adjustments needed to maintain or improve competitiveness
- Review positions impacted by the current/future minimum wage levels and provide recommendation to Tazewell as to optional pay/structure considerations

Tazewell County will provide the following information about the jobs covered in the project:

- Job Descriptions for each of the approximately 40 positions covered in the job evaluation work
- Organization chart depicting where the job is placed within the organization
- An excel file containing employee detail pay data (employee name, current annual pay, current pay range place on each position, current grade level, etc.)

Korn Ferry will utilize our 2020 General Market and Public Sector Database. We will the data collected from Tazewell County to compare against the external market.

Deliverables

Korn Ferry will summarize our findings and recommendations in a brief report for Tazewell County and present the results via conference call/video call.

THIS AGREEMENT DOES NOT INCLUDE AN INTELLECTUAL PROPERTY LICENSE TO KORN FERRY'S INTELLECTUAL PROPERTY. USE OF KORN FERRY'S INTELLECTUAL PROPERTY REQUIRES THE EXECUTION OF A SEPARATE INTELLECTUAL PROPERTY LICENSE AGREEMENT.

Term

Start Date: July 12, 2021

End Date: September 10, 2021

Professional Fees and Expenses

- The professional fees for the Services are \$21,875. Korn Ferry assesses an administrative charge equal to twelve percent (12%) of professional fees (\$2,625) for a total of \$24,500. All professional fees are non-contingent, non-transferable, and non-refundable unless specifically stated otherwise in this Agreement. Professional fees will be invoiced 100% upon signature of this Agreement.

- Invoices are due upon receipt. Unless otherwise required by law, Korn Ferry will assess a service charge of one and a half percent (1.5%) per month for past due amounts. Invoices not objected to in writing within thirty (30) days of receipt will be deemed approved.
- Korn Ferry will invoice direct out-of-pocket expenses, including consultant travel, accommodation and meals, courier, shipping, reproduction, and videoconferencing, monthly as incurred.

Rescheduling or Cancelling

Korn Ferry will schedule and commit personnel and resources to provide the Services. Korn Ferry understands that Client’s business conditions may change; however, rescheduling or cancelling on short notice impacts Korn Ferry’s business and its ability to provide outstanding service to all of its customers. Client may reschedule or cancel the provision of Services by paying the following fees in addition to the associated fees for any Services rendered. These fees are a genuine pre-estimate of Korn Ferry’s losses as a result of such rescheduling or cancellation, and are reflective of the value of the lost bookings for Korn Ferry for the time scheduled and fees which otherwise have been earned by the team leader, team members and other resources, and are not penalties. If Client fails to provide Korn Ferry with documentation, information, or access to its personnel that impacts Korn Ferry’s ability to meet the completion date or Client otherwise delays the completion date, Korn Ferry reserves the right to charge Client a rescheduling fee as set forth below.

1. If rescheduling or cancelling more than 20 business days before the scheduled program, meeting or session, Client will pay the Actual Expenses incurred as a result of the rescheduling or cancellation.
2. If rescheduling or cancelling 20 or fewer business days before the scheduled program, meeting or session, cancellation/rescheduling fees will be calculated based on the number of business days’ notice provided as shown in the table below, plus Actual Expenses incurred.

		Length of Program		
		Less than 1 day	1-2 days	3-5 days
Notice from Client (business days)	16-20	0	0	25%
	11-15	0	25%	50%
	6-10	0	50%	75%
	3-5	50%	75%	75%
	Less than 3	100%	100%	100%

“Actual Expenses” means amounts Korn Ferry pays to others in anticipation of the Services (e.g., hotels, airlines) that Korn Ferry cannot recover on its termination of the bookings or that Korn Ferry incurs due to changes or cancellations. Korn Ferry will charge Client for costs incurred for any materials Korn Ferry prepares (e.g., for events, workshops, meetings) if the engagement is not rescheduled within two months of the original date.

Invoicing Information

Invoices will be sent to the following address:

Company:	[INSERT]
Address:	[INSERT]
Address:	[INSERT]
Attn (Name, Title):	[INSERT]
Email, Phone:	[INSERT]

Accounts Payable Contact:

Company:	[INSERT]
Address:	[INSERT]
Address:	[INSERT]
Attn (Name, Title):	[INSERT]
Email, Phone:	[INSERT]

Purchase Order:

If Client's internal policies require that a Purchase Order number appear on invoices, Client must provide the Purchase Order Number with or immediately after signing the Agreement. Please indicate below if a Purchase Order Number is required on an invoice and if so, insert the Number. If Client has not provided a Purchase Order Number within 10 business days of signature, Client will accelerate payment of any invoices delayed by Client's failure to provide a Purchase Order Number by the same number of days as the delay.

PO # [INSERT]

ATTACHMENT 2

GENERAL TERMS AND CONDITIONS

1. Korn Ferry's Responsibilities. Korn Ferry will perform the Services in a competent and professional manner and in accordance with generally acceptable industry standards. Korn Ferry may remove and replace any of its resources performing the Services; any resource removed will be replaced by a resource of comparable training and experience.

2. Client's Responsibilities. Client will timely provide Korn Ferry with the documentation, information, access to its personnel and the cooperation Korn Ferry reasonably requires to provide the Services. The Services are not intended as a substitute for professional judgment. Client will not use the Services, New Materials, or Korn Ferry Materials as the sole source for any decision relating to any of its employees or candidates, including reprimand, termination, compensation, employment status or work opportunities.

3. Taxes.

a. Client will be responsible for all applicable taxes (excluding taxes imposed on Korn Ferry's net income) imposed by any taxing authority, whether designated as value-added (VAT), goods and services (GST), sales, use, or other similar taxes ("**Transaction Taxes**"), now in effect or hereafter imposed, resulting from the fees arising pursuant to this Agreement. If Client is exempt from Transaction Taxes, Client must inform Korn Ferry of its exemption and provide to Korn Ferry complete and proper documentation evidencing the exemption.

b. If Client is required by applicable law to deduct or withhold taxes from any payment due to Korn Ferry, Client will: (i) withhold the legally required amount from payment; (ii) remit the withheld tax to the applicable taxing authority; and (iii) promptly deliver to Korn Ferry original documentation or a certified copy evidencing remittance of withheld tax. If Client does not provide evidence of payment of withheld taxes, Client will reimburse Korn Ferry for the tax withheld from payment to Korn Ferry. Client will comply with all applicable income tax treaties and protocols in determining the amount of tax to withhold.

4. Representations and Warranties.

a. Each Party represents and warrants that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization, and has full power and authority to perform all of its obligations under this Agreement; and (ii) the person executing this Agreement on its behalf is duly authorized and empowered to bind the Party to this Agreement.

b. Client further represents and warrants that: (i) it has provided the required notices and obtained all necessary rights and consents to provide to Korn Ferry, or to permit Korn Ferry to collect on Client's behalf, an individual's Personal Data, for the purposes stated in this Agreement; and (ii) the transfer to, collection of and use by Korn Ferry of Personal Data in accordance with this Agreement does not violate any applicable laws or any third party rights. "**Personal Data**" means any information that Korn Ferry has access to, obtains, uses, maintains or otherwise handles in connection with the performance of the Services that identifies an individual or relates to an identifiable individual.

c. **EXCEPT AS PROVIDED IN THIS AGREEMENT, KORN FERRY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Intellectual Property.

a. Client retains ownership of all materials, and the intellectual property rights in those materials, provided to Korn Ferry by or on behalf of Client ("**Client Materials**"). Subject to Section 5.b., Client will also own copies of reports and analyses Korn Ferry delivers to Client under this Agreement ("**New Materials**"). Client may use the New Materials in the form provided for its internal purposes only; Client may not use the New Materials for any other purpose or permit any other person, firm or entity to use the New Materials.

b. The performance of the Services and creation of the New Materials will require the use of Korn Ferry Materials. "**Korn Ferry Materials**" include methodologies, preexisting programs, instruments, models, proprietary information, patents, registered and unregistered trademarks, trade names, trade secrets, copyrights, prototypes, inventions, algorithms, designs, compilations, computer software programs, tools, databases, evaluation guides, report forms, scoring guides, scoring algorithms, scoring instructions, scoring software and norms. Korn Ferry may customize, modify, translate, or expand Korn Ferry Materials to apply to Client's unique requirements (collectively, a "**Customization**"). Any Customization will be Korn Ferry Materials exclusive of any Client Materials include therein. Korn Ferry owns Korn Ferry Materials at all times, and Korn Ferry reserves all rights not expressly granted under this Agreement. Licenses to Korn Ferry Materials must be procured through a separate license agreement. This Agreement will not be construed as a license to copy, modify, create derivative works from, publish, disclose or otherwise use Korn Ferry Materials. Client will not download, copy, publish, disclose, create derivative works of, disassemble, decompile or otherwise attempt to reverse engineer Korn Ferry Materials, nor will Client permit any other person to do so. Client will be liable for all violations of these restrictions by its employees, subcontractors, or agents.

c. If a Customization includes Client Materials, Client grants to Korn Ferry a non-exclusive, limited, non-transferable license to use the Client Materials solely to provide the Services. Client represents and warrants that it has all the necessary rights to include the Client Materials in the Customization.

6. Confidential Information.

a. One Party ("**Discloser**") may disclose Confidential Information to the other Party ("**Recipient**") in connection with this Agreement. "**Confidential Information**" means all oral or written information concerning the Discloser, including the Discloser's business and business activities (past, present and future), financial information, technical information, customer information, intellectual property, methodologies, strategies, plans, documents, drawings, designs, tools, models, inventions, and patent disclosures, whether or not marked or identified as "confidential," that may be obtained from any source as a result of this Agreement. Confidential Information does not include information, technical data, or know-how that: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) was lawfully in Recipient's possession or known by it prior to its receipt from Discloser; (iii) was rightfully disclosed to Recipient by another person without restriction; (iv) Recipient independently develops without use of Discloser's Confidential Information; or (v) Discloser approves in writing for release.

b. Recipient will not use any Discloser Confidential Information for any purpose other than to perform its obligations under this Agreement. Recipient will not disclose any Discloser Confidential Information to third parties or to its employees, other than employees or third parties who are required to have the Confidential Information to perform obligations under this Agreement and who are bound by confidentiality terms substantially similar to those in this Section. Recipient and Discloser will each be responsible for any breach of this Agreement by its representatives. Recipient will protect Confidential Information from disclosure to others using the same degree of care it uses to protect its own confidential information, but in any case no less than a commercially reasonable degree of care. If Recipient is required by law, regulations, or court order to disclose any of Discloser's Confidential Information, Recipient, where legally allowed, will promptly notify Discloser in writing prior to making any disclosure. Discloser may, at its sole expense, seek a protective order or other appropriate remedy from the proper authority.

c. Services may include coaching services ("**Coaching Services**") for specific individual(s) (each a "**Coachee**"). Korn Ferry and the Coachee must have open and frank communications for the Coaching Services to be effective. Communications between Korn Ferry and a Coachee will be, so far as is reasonably possible, confidential. Korn Ferry will not be asked or allowed to disclose information provided to Korn Ferry in confidence by a Coachee, except information which Korn Ferry in good faith believes is in one of the following categories: (i) information that the Coachee or some other person is, has, or may become engaged in illegal activity; (ii) information that the Coachee or some other person is, has, or may become a danger or health & safety risk to himself or herself or third persons; (iii) information that the Coachee authorizes Korn Ferry to release; (iv) information that generally informs Client of the scope, nature and timing of any activity, the goals in the development and coaching plan

for the Coaching Services, or the progress being made in attaining the established goals or as otherwise required in connection with the engagement; or (v) information that may have a material or adverse effect on Client, the Korn Ferry coach or Korn Ferry. Korn Ferry and the Korn Ferry coach may obtain information from the Coachee's supervisors, co-workers and other persons concerning the Coachee's work performance. This information, including the identity of any person providing the information, is and will remain so far as is reasonably possible confidential and neither Client nor the Coachee will have access to this information. The Coachee will be advised of these coaching rules prior to participating in the coaching assignment. If any information arising from the Coaching Services is required to be disclosed by any subpoena or other court order, under any applicable law or regulation, Korn Ferry will be entitled to make any required disclosure. Korn Ferry will undertake to notify Client or the Coachee prior to disclosing the Confidential Information, unless prohibited by the terms of the order or legal requirement.

d. Nothing in this Agreement prohibits, or is intended in any manner to prohibit, Recipient from reporting possible violations of federal law or regulations to any governmental agency or entity, including the Department of Justice, the Securities and Exchange Commission, Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulations. Recipient does not need Discloser's prior authorization to make any protected reports or disclosures; nor is Recipient required to notify Discloser that protected reports or disclosures have been made. Without limiting the foregoing, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. Section 1833(b) for confidential disclosures of trade secrets to government officials or lawyers, solely to report or investigate a suspected violation of law or included in a sealed filing in court or other proceeding.

e. Upon request, Recipient will destroy Discloser's Confidential Information in its possession, but Recipient may: (i) retain copies of Confidential Information that it is required to retain by law or regulation; (ii) retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product; and (iii) store copies made as part of routine back up of its information technology systems but the Confidential Information must continue to be handled in accordance with this Section 6.

7. Personal Data.

a. Korn Ferry will not disclose to Client an individual's item level responses to assessments and surveys or composite components and intermediate data points (e.g., intermediate numeric scores, ratings, evaluation guides, integration grids, or interview/simulation notes), including Personal Data, that Korn Ferry collects in providing the Services, and upon which the New Materials will be based (the "Raw Data"). Korn Ferry will use Raw Data to provide the Services as specified in this Agreement or as otherwise instructed and permitted by Client. The Parties agree that the Services include archiving the Raw Data and using de-identified and aggregated Raw Data for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, and enhance Korn Ferry's products and services. Any published end product will not identify, or include any results attributable to, Client or a specific individual. Raw Data will be treated in accordance with Korn Ferry's Global Privacy Policy, which is available on Korn Ferry's website and incorporated into this Agreement by reference. Where legally allowed, Korn Ferry will promptly notify Client of any legally binding request from a law enforcement authority for disclosure of Personal Data before making any disclosure and will reject all non-legally binding requests.

b. Where Korn Ferry processes Personal Data as a data processor, or equivalent under applicable data protection law, on Client's behalf in its performance of the Services, the Privacy and Data Protection Attachment 3 ("DPE") will apply. Where the Parties process Personal Data as independent data controllers, or equivalent under applicable data protection law, the Parties will comply with applicable law and maintain adequate security controls relevant to the Personal Data processed.

8. **Security.** Having regard to the available technology, cost of its implementation, the nature, scope, context and purposes of the Personal Data processing, and taking into account the harm that might result from accidental loss, destruction, disclosure or damage of Personal Data, Korn Ferry will implement appropriate technical and organizational measures designed to prevent any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

9. Indemnification.

a. By Client. Client will indemnify and defend Korn Ferry, its parent, affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (i) Client's decision to take any employment action with regard to any individual identified, evaluated, assessed, or coached by Korn Ferry; (ii) Korn Ferry's use of Client Materials in accordance with this Agreement; or (iii) Client's breach of its representations and warranties.

b. By Korn Ferry. Korn Ferry will indemnify and defend Client, its parent, affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (i) Korn Ferry's gross negligence, willful misconduct, or fraud; (ii) Korn Ferry's breach of its representations and warranties; or (iii) intellectual property infringement. Korn Ferry has no obligation regarding any infringement claim based upon services or materials which are modified, combined, operated, or used with any product, data, apparatus, software, or program not provided by Korn Ferry or authorized by Korn Ferry in writing, or which are a result of Client's design specifications. If an infringement claim is made relating to the New Materials, Korn Ferry Materials, or Services (the "**Infringing Content**"), Korn Ferry will: (w) procure for Client the right to continue to use the Infringing Content; (x) replace the Infringing Content with non-infringing materials; (y) modify the Infringing Content to make it non-infringing; or (z) terminate this Agreement and refund all pre-paid amounts paid by Client for which Client has not received Services.

10. Limitations of Liability. NEITHER PARTY WILL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, RELATING TO THIS AGREEMENT. KORN FERRY'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT TO KORN FERRY UNDER THIS AGREEMENT. THIS SECTION 10 APPLIES REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF THE PARTY KNOWS THAT THESE DAMAGES MIGHT OCCUR.

11. Relationship of the Parties. Korn Ferry is at all times an independent contractor. Korn Ferry Employees remain in Korn Ferry's employ and will not be deemed Client's agents or employees. Neither Party is authorized to bind or commit the other Party in any respect or to accept legal process on the other Party's behalf. Neither Party will be liable to any agent, subcontractor, supplier, employee, or customer of the other Party for any commission, compensation, remuneration, or similar benefit of any nature whatsoever. This Agreement is not intended to, and does not, create or impose any fiduciary relationship between the Parties.

12. Subprocessing. Client grants Korn Ferry a general authorization to use subprocessors, including Korn Ferry affiliates, in connection with the provision of the Services. Processing activities may include accessing, storing, handling or otherwise using Personal Data. Korn Ferry remains responsible for the work and activities of its subprocessors to the same extent Korn Ferry would be liable if performing the Services. Korn Ferry is responsible for all payments to its subprocessors. Korn Ferry has entered into a written agreement with subprocessors containing equivalent data protection obligations as in this Agreement. An inclusive list of Korn Ferry's current subprocessors is available on its corporate website at <https://cdn.kornferry.com/privacy/subprocessor.pdf>. The published list is incorporated into this Agreement by reference. Client may subscribe for notifications of changes to subprocessors through Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>. Client will be deemed to have approved changes to subprocessors where Korn Ferry notifies Client via the subscription service and no written objection is received from Client within fifteen (15) days of written notification. If Client objects (on commercially reasonable grounds) in writing within fifteen (15) days of written notification, Korn Ferry may cease to provide or Client may agree not to use, on a temporary or on-going basis, the particular Service that would involve the use of the new subprocessor. Suspension

of Services or partial termination by either Party subject to this Section 16 will not be deemed a breach of the Agreement. If the Standard Contractual Clauses, as defined in Attachment 3, apply, this Section 12 constitutes Client's prior written consent pursuant to Clause 5(h) of the Standard Contractual Clauses.

13. Assignment, Subcontracting. Neither Party may sell, assign, or transfer this Agreement, without the other Party's written consent, but no consent is required if the assignment: (a) results from the assignor's merger, consolidation, spin-off, split-off or acquisition, but the assignment must be limited to the assignor's survivor, subsidiary or successor; or (b) is to an affiliate capable of performing the assignor's duties and obligations under this Agreement. Subject to the foregoing, this Agreement will inure to the benefit of and will be binding upon Korn Ferry, Client and their respective successors and permitted assigns. Korn Ferry will not subcontract Services without Client's prior consent. This provision applies to subcontractors engaged specifically to provide Services for Client.

14. Governing Law. This Agreement will in all respects be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law provisions and without effect to principles of conflicts of law, regardless of the place of making or performance. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement requires Korn Ferry to do any act or refrain from doing any act which would result in Korn Ferry violating (or becoming subject to any penalty under) any laws to which it is subject. The Parties disclaim the applicability of the United Nations' Convention on the International Sale of Goods.

15. Non Waiver. A Party's failure at any time to enforce any of the provisions of, or any right or remedy available to it under, this Agreement or at law or in equity, or to exercise any option provided, will not constitute a waiver of that provision, right, remedy or option or in any way affect the validity of this Agreement. A Party's waiver of any default by either Party will not be deemed a continuing waiver, but will apply solely to the instance to which that waiver is directed.

16. Severability; Interpretation. Every provision of this Agreement will be construed, to the extent possible, to be valid and enforceable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

17. No Third Party Beneficiary Rights. This Agreement is not intended to be for the benefit of any person other than Client and Korn Ferry. No other person, including any candidates or prospective candidates, will be considered a third party beneficiary of or otherwise entitled to any rights or benefits arising in connection with this Agreement.

18. Force Majeure. Neither Party will be considered in default as a result of its delay or failure to perform its obligations under this Agreement when the delay or failure arises out of causes beyond that Party's reasonable control. Causes may include acts of God or a public enemy, acts of the state or the government in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party claiming a force majeure event to excuse its performance.

19. Jury Trial Waiver. Each Party irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any dispute related to this Agreement.

20. Entire Agreement; Conflicts. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. The Parties will not be bound by any representation, promise, or condition not expressly set forth in this Agreement. Preprinted terms and conditions on any purchase order issued by Client, or terms and conditions included in Client's vendor set up process, under this Agreement are superseded in their entirety by this Agreement and without force or effect, even if Korn Ferry signs the purchase order or acknowledges such terms to be set up as a vendor in Client's systems and whether such signature or acknowledgement occurs prior to or after the execution of this Agreement. Under no

circumstances will Korn Ferry's acknowledgement of any such terms be considered an amendment to this Agreement. All purchase orders must include a reference to this Agreement. Neither Party has been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. This Agreement may only be modified by the written agreement of both Parties.

21. Compliance with Legal and Regulatory Requirements.

a. Each Party represents and warrants that it:

i. will comply with all applicable legal and regulatory requirements in connection with this Agreement, which include: (a) information privacy and data protection laws and regulations relating to the protection, disclosure and use of individuals' personal data including the General Data Protection Regulation (GDPR) and other laws and regulations that mandate the protection of personal data; and (b) anti-bribery, anti-corruption, anti-money laundering, and international trade laws and regulations ("Sanctions") of the US, EU, UK, UN and any other governmental or supranational body with jurisdiction over this Agreement or either party;

ii. is not a subject of Sanctions;

iii. is not owned or controlled by any person or entity subject to Sanctions; and

iv. is not located or organized in, or owned or controlled by persons or entities in a jurisdiction subject to Sanctions (including Cuba, Iran, North Korea, Syria, and the Crimea Region of the Ukraine).

b. Client further represents and warrants that it will not transfer, provide access, or use the Services or work product (including tools and intellectual property): to or for the benefit of any Specially Designated National (as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control), to or in any jurisdiction subject to Sanctions, or to any other party if such transfer, access, or use would constitute a violation of Sanctions.

c. Any breach of this Section 21 is a material breach of this Agreement and grounds for immediate termination by the non-breaching Party.

22. Miscellaneous. No provision of this Agreement will be construed against or interpreted to the disadvantage of any Party because that Party has or is deemed to have drafted the provision. All section headings and captions are for the Parties' convenience only, are not part of the text, and will not be deemed in any way to limit or affect the meaning of this Agreement. When used in this Agreement, "including" means "including without limitation." Client permits Korn Ferry to include Client's company name as a participant in products and services. The Parties may execute this Agreement in any number of counterpart copies, which may be delivered by PDF or other electronic means, each of which will be deemed an original, but which taken together constitute a single instrument. Either Party may terminate this Agreement immediately if: (i) a Party is in breach, the non-breaching Party has provided the breaching Party with a written notice and the breaching Party has failed to cure the breach within thirty (30) days of its receipt of notice; or (ii) the other Party enters into bankruptcy proceedings, becomes insolvent, or there is an appointment of a receiver for the benefit of creditors, or cessation of business. Except as expressly provided in this Agreement, all remedies available to either Party for breach of this Agreement or at law or in equity are cumulative and may be exercised concurrently or separately. Those sections of this Agreement that are intended by their nature to survive termination or expiration of this Agreement will survive.

**Attachment 3
Privacy and Data Protection Exhibit**

This Attachment 3 is governed by and subject to the Letter of Engagement between the parties.

1. INTERPRETATION

1.1 Capitalized terms used but not defined in this Exhibit have the meanings given to them in the Agreement unless the context requires otherwise.

1.2 In this Exhibit:

Agreement means the Letter of Engagement to which this Exhibit is attached;

Approved Subprocessors means the subprocessors that have been approved by Client in accordance with Section 12 of the Agreement;

Data Protection Legislation means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing of Personal Data, as applicable to Client, Korn Ferry and/or the Services, including, but not limited to the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (GDPR), and any corresponding or equivalent national laws or regulations, in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time;

Data Subject means any person in respect of whom Personal Data is processed;

Personnel means officers, employees, workers or independent contractors.

Standard Contractual Clauses means the standard contractual clauses issued pursuant to the European Commission Decision 2010/87/EU of 5 February 2010 (notified under document C(2010)593), pre-signed by Korn Ferry as the data importer available on Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>.

1.3 Any conflicts between Attachment 2 and this Exhibit will be resolved in favor of Attachment 2.

2. SCOPE AND PURPOSE

2.1 Where Korn Ferry processes Personal Data on Client's behalf as a data processor or equivalent under applicable data protection law, Korn Ferry will process Personal Data: (i) in the manner and for the purposes set out in this Exhibit and as documented in the Agreement; (ii) upon other specific reasonable documented instruction of Client; or (iii) as needed to comply with law. The foregoing constitutes Client's written instructions for purposes of Clause 5(a) of the Standard Contractual Clauses, if applicable. Korn Ferry certifies its understanding that it is restricted from selling, or disclosing in exchange for consideration, Personal Data to a third party. This Attachment does not apply where the Parties process Personal Data as independent data controllers, or equivalent, under applicable data protection law.

2.2 The types of Personal Data that may be processed by Korn Ferry are those provided by Client through its use of the Services, including Personal Data comprising business contact information of Client employees and contact information, survey responses and assessment evaluation data of Client-nominated assessment participants, including information on race, ethnic origin, sexual orientation, disability and veteran status, if requested by Client. Personal Data will be processed for the purposes of communication, assessment, analysis and generating reports in the course of providing the Services. The duration of the processing will be until the deletion of the Personal Data in accordance with Section 9 of this Exhibit.

2.3 Client hereby:

2.3.1 instructs Korn Ferry to take such steps in the processing of Personal Data on behalf of Client as are reasonably necessary for the provision of the Services;

- 2.3.2 ensures that all fair processing notices have been given (and/or, where necessary, valid consents have been obtained and not withdrawn) and are sufficient in scope and kept up-to-date in order to enable Korn Ferry to process the Personal Data in accordance with the Data Protection Legislation; and
- 2.3.3 authorizes Korn Ferry to provide to the Approved Subprocessors and on behalf of Client instructions that are equivalent to the instructions set out in Section 2.3.1.
- 2.4 Where either party is responsible for collecting and transferring Personal Data for the purposes of the provision of the Services, it shall use its reasonable endeavors to ensure that it is not subject to any prohibition or restriction which would prevent the other party from processing that Personal Data in the manner reasonably necessary for Korn Ferry to perform, or Client to benefit from, the Services.
- 2.5 Korn Ferry will inform Client if it believes that any Client instructions regarding Personal Data processing would violate the GDPR.

3. CONFIDENTIALITY AND SECURITY

- 3.1 Korn Ferry undertakes to treat all Personal Data as confidential. Korn Ferry will ensure that persons authorized to process Personal Data are bound by obligations of confidentiality consistent with those imposed upon Korn Ferry under this Exhibit and under the Agreement.
- 3.2 Where legally allowed, Korn Ferry will promptly notify Client of any legally binding request from a law enforcement authority or others for disclosure of Personal Data before making any disclosure and will reject any non-legally binding requests.
- 3.3 Refer to Sections 7 and 8 of the Agreement for further security requirements.

4. SECURITY BREACH

Korn Ferry will provide Client with written notice as soon as reasonably possible upon becoming aware of any actual breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Personal Data processed by Korn Ferry (a Security Breach). Korn Ferry shall assist or support Client at Client's request in complying with Client's notification obligations regarding a Security Breach.

- 5. **SUBPROCESSING.** Refer to Section 12 of the Agreement.

6. CROSS-BORDER TRANSFERS OF PERSONAL DATA

Korn Ferry may transfer Personal Data to various locations, which may include locations both inside and outside of the European Economic Area. Korn Ferry will ensure that any cross-border transfers of Personal Data comply with applicable Data Protection Legislation. At Client's request, Korn Ferry and any relevant Korn Ferry affiliate will enter into an appropriate data processing agreement or the standard contractual clauses with the Client to allow Client to transfer Personal Data to Korn Ferry and any Korn Ferry affiliate. The Standard Contractual Clauses are incorporated by reference and apply to Personal Data that is transferred outside of the European Union, European Economic Area (EEA), and Switzerland, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection for Personal Data. Notwithstanding the foregoing, the Standard Contractual Clauses will not apply if Korn Ferry has adopted an alternative recognized compliance standard for the lawful transfer of Personal Data outside the EEA. For the purpose of the Standard Contractual Clauses and this Attachment 3, Client and its affiliates established in the European Union, EEA, and Switzerland are deemed "data exporters." Korn Ferry and its affiliates established outside of the European Union, EEA, and Switzerland are deemed "data importers."

7. AUDIT

- 7.1 **General Audit Terms.** Client may conduct audits as described in this Section 7. Permitted audits will be completed in a professional and ethical manner which does not, in Korn Ferry's reasonable judgment, compromise the integrity of Korn Ferry's (or its other customers') data,

system security, or operational performance. Client will notify Korn Ferry in writing at least twenty (20) business days prior to any audit taking place. Audits will be conducted during Korn Ferry's normal business hours. Client will bear all costs and expenses relating to each audit. Client and its agents must keep confidential all information learned during any audit. Korn Ferry may require outside auditors to sign an appropriate confidentiality agreement. Korn Ferry will not provide Client or its agents with access to proprietary or confidential information concerning its other customers. All information learned or acquired by Client during any audit is Korn Ferry Confidential Information.

- 7.2 **Security and Compliance Audit.** Client may conduct one security and compliance audit in any rolling 12-month period. Client may perform an assessment, audit, inspection, examination, or review of relevant security controls and processing activity in Korn Ferry's physical and technical environment in relation to Client's Personal Data processed by Korn Ferry pursuant to this Agreement and as is reasonably necessary to demonstrate Korn Ferry's compliance with the Agreement. Requests to conduct security and compliance audits must be made in writing to Security@kornferry.com. Korn Ferry will provide access, at Korn Ferry's discretion, to relevant documentation, knowledgeable personnel, physical premises, summary audit reports, ISO 27001 and 27018 annual certifications, and infrastructure and application software that process Client's Personal Data. Client may not perform or disclose any of the following security testing of the system environment or associated infrastructure without first signing Korn Ferry's Audit Compliance Agreement: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, service denial attack or other testing which by its application may cause impact to Korn Ferry's data, its customers' data, its operations or security. If security testing is permitted, Client assumes sole and total responsibility and risk for any damages or liabilities arising directly or indirectly as a result of the testing.
- 7.3 **Security Questionnaire.** Upon Client's written request but no more than once in any rolling 12-month period, Korn Ferry will complete Client's written information security questionnaire regarding Korn Ferry's processing of Client's Personal Data.

8. KORN FERRY ASSISTANCE

Taking into account the nature of the Personal Data processing and the information available to Korn Ferry will assist Client with Client's obligation to respond to Data Subjects' requests to exercise their rights under the GDPR; and, at Client's request, using appropriate technical and organization measures, assist Client in meeting its compliance obligations regarding carrying out privacy and data protection impact assessments and related consultations of data protection authorities. Korn Ferry may charge a reasonable fee to Client for such requested assistance, to the extent permitted by applicable law and as agreed to by the Parties.

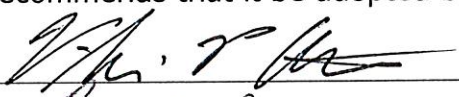
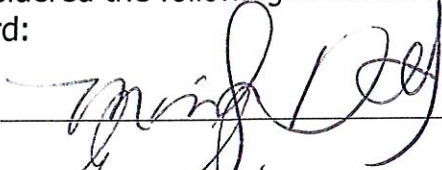





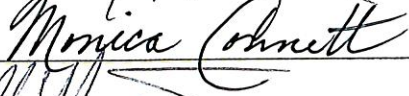
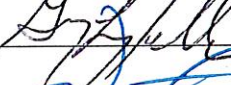
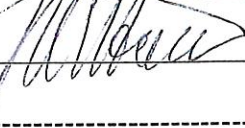

9. DESTRUCTION OF PERSONAL DATA

Upon request from Client, Korn Ferry will destroy all Personal Data processed by Korn Ferry on behalf of Client that is in the possession or under the control of Korn Ferry. In the event that the Client does not make such request, Korn Ferry will destroy all Personal Data in accordance with its business practices. Korn Ferry shall be entitled to retain such back-ups of Personal Data to the extent is not technologically feasible to delete such Personal Data provided that if it becomes technologically feasible, Korn Ferry will delete such information. Korn Ferry will provide certification of deletion of Personal Data as described in Clause 12(1) of the Standard Contractual Clauses to Client only upon Client's written request. For the avoidance of doubt, the foregoing specifically excludes information provided by Korn Ferry to Client regarding candidates in connection with an executive or professional search.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the worker's compensation settlement case WC-21-01; and

WHEREAS, the County's Worker's Compensation Third Party Administrator has recommended the settlement of WC-21-01 to the Risk Management Committee for an amount not to exceed \$72,500.

THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-20-01 based upon these terms.

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

PASSED THIS 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____
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RESOLUTION

WHEREAS, the County’s Risk Management Committee recommends to the County Board to approve the worker’s compensation settlement case WC-21-02; and

WHEREAS, the County’s Worker’s Compensation Third Party Administrator has recommended the settlement of WC-21-02 to the Risk Management Committee for an amount not to exceed \$14,084.92.

THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-20-02 based upon these terms.

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

PASSED THIS 30th DAY OF JUNE, 2021.

ATTEST:


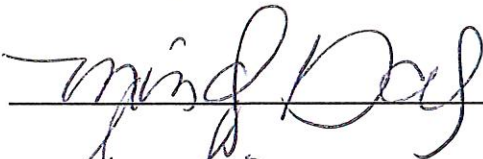



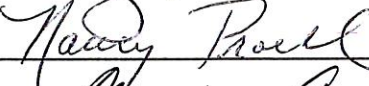



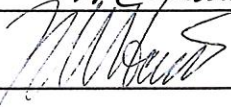
Tazewell County Clerk

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 Executive Committee recommends to the County Board to approve a formal acceptance of the resignation of District 3 County Board Member Toni Minton as of June 23, 2021.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and declare a vacancy in said position.

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

PASSED THIS 30th DAY OF JUNE, 2021.

ATTEST:


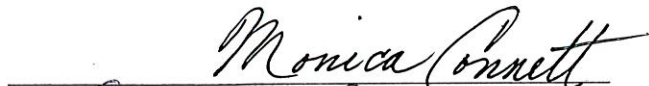
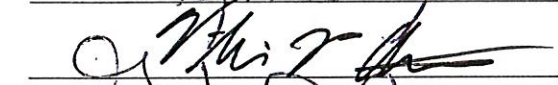


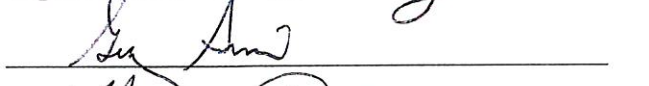

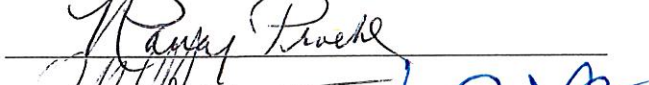
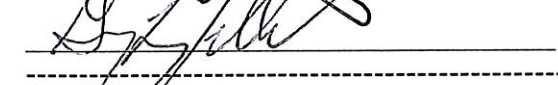

Tazewell County Clerk

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 Executive Committee recommends to the County Board to approve the proposal of the County Clerk to approve changes to the polling locations in the following townships; and

WHEREAS, the townships are Cincinnati, Elm Grove, Groveland, Pekin, Sand Prairie and Washington; and

WHEREAS, there is no proposal for change for precinct boundaries; and

WHEREAS, these changes have come about to further improve ADA compliance and to increase efficiency; and

WHEREAS, this review and recommendation is part of a biannual review of polling locations and precinct boundary size according to state statute.

THEREFORE BE IT RESOLVED that the County Board approve the recommended changes of polling locations.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, the Election Division, the Chairmen of each political party and the Township Supervisors of all affected townships of this action.

PASSED THIS 30TH DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Sue Beeney - June Executive Committee Meeting

From: John Ackerman
To: David Zimmerman
Date: 5/28/2021 2:26 PM
Subject: June Executive Committee Meeting
Cc: Wendy Ferrill; Sue Beeney; Vanessa Reynolds; Dan Sullivan
Attachments: DOC052821-05282021142338.pdf

Please reserve a spot on the June Executive Committee Meeting for our Polling Locations List for 2022 - 2023.

I am going to hold the finalized list for now, as legislation is moving forward in Springfield that could impact some of our locations, but here is a draft for the committee to utilize. Any changes I will have ready for the committee to approve, maybe even having to make changes at the County Board Meeting itself as this listing is finalized.

Thank you.

John C. Ackerman
Tazewell County Clerk

2022 - 2023 Polling Location Listing

Boynnton		Boynnton Township Building
Cincinnati 1		South Pekin Grade School
Cincinnati 2		South Pekin Grade School
Cincinnati 3		Cincinnati Fire House
Cincinnati 4		Pekin City Bus Department
Cincinnati 5		First Presbyterian Church
Cincinnati 6		First Presbyterian Church
Deer Creek		Deer Creek Township
Delavan 1		American Legion
Delavan 2		American Legion
Dillon		Dillon Township Building
Elm Grove 1		Tremont Community Center
Elm Grove 2		First Presbyterian Church
Fondulac 1		Folepi's Building
Fondulac 2		East Peoria City Hall
Fondulac 3		Folepi's Building
Fondulac 4		Folepi's Building
Fondulac 5		Fondulac Park Administration
Fondulac 6		Eastside Center
Fondulac 7		Folepi's Building
Fondulac 8		Folepi's Building
Fondulac 9		Folepi's Building
Fondulac 10		Folepi's Building
Groveland 1		Groveland Missionary Church
Groveland 2		Masonic Hilton Lodge
Groveland 3		Cross Point Church School
Groveland 4		Creve Coeur Village Hall
Groveland 5		The Encounter Church
Groveland 6		Creve Coeur Community Center
Groveland 7		Creve Coeur Community Center
Groveland 8		Pekin Moose Lodge
Groveland 9		Groveland Missionary Church
Groveland 10		Marquette Heights Council Room
Groveland 11		Cross Point Church School
Groveland 12		Oak Grove Bible Church
Groveland 13		Living Love Church
Groveland 14		Cross Point Church School
Groveland 15		Pekin Moose Lodge
Groveland 16		Marquette Heights Council Room
Hittle		Hittle Township Building

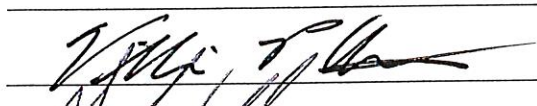



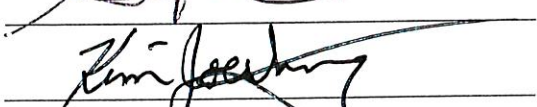
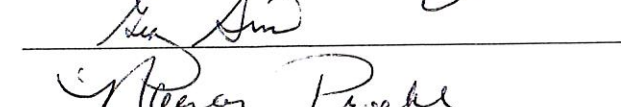

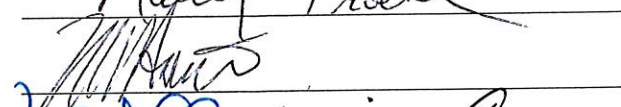

Hopedale 1	Living Hope Community Church
Hopedale 2	Living Hope Community Church
Little Mackinaw	Faith Fellowship Church
Mackinaw 1	Mackinaw Community Center
Mackinaw 2	Mackinaw Community Center
Mackinaw 3	Heritage Lake Lodge
Malone	Malone Township Building
Morton 1	Eastside Bible Church
Morton 2	Community United Church
Morton 3	Community United Church
Morton 4	First Baptist Church
Morton 5	Freedom Hall
Morton 6	First Mennonite Church
Morton 7	Eastside Bible Church
Morton 8	Grace Evangelical Church
Morton 9	Church of Jesus Christ LDS
Morton 10	Eastside Bible Church
Morton 11	Church of Jesus Christ LDS
Morton 12	Grace Evangelical Church
Morton 13	First Mennonite Church
Morton 14	Trinity Church
Morton 15	Morton First Presbyterian Church
Pekin 1	Northside Community Center
Pekin 2	Lake Whitehurst Clubhouse
Pekin 3	North Parkway Assembly of God
Pekin 4	North Parkway Assembly of God
Pekin 5	Northside Community Center
Pekin 6	Miller Center
Pekin 7	Miller Center
Pekin 8	North Parkway Assembly of God
Pekin 9	Pekin Township Building
Pekin 10	Lake Whitehurst Clubhouse
Pekin 11	First Christian Church
Pekin 12	First Christian Church
Pekin 13	Salvation Army
Pekin 14	Trinity Church
Pekin 15	City Building
Pekin 16	First Christian Church
Pekin 17	Pekin High School
Pekin 18	Pekin High School
Pekin 19	Pekin City Bus Department

Pekin 20		Trinity Church
Pekin 21		Former Rodgers Elementary School
Pekin 22		North Parkway Assembly of God
Sand Prairie		Midwest Central Middle School
Spring Lake 1		Spring Lake Township Building
Spring Lake 2		Spring Lake Township Building
Tremont 1		Tremont Community Center
Tremont 2		Allentown Union Hall
Washington 1		Five Points
Washington 2		Evangelical United Methodist
Washington 3		Five Points
Washington 4		Five Points
Washington 5		John L. Hensey
Washington 6		Beverly Manor
Washington 7		Washington Middle School
Washington 8		John L. Hensey
Washington 9		Evangelical United Methodist
Washington 10		Five Points
Washington 11		Washington Middle School
Washington 12		John L. Hensey
Washington 13		Beverly Manor
Washington 14		Crossroads United Methodist
Washington 15		Beverly Manor
Washington 16		Beverly Manor
Washington 17		Crossroads United Methodist
Washington 18		Five Points
Washington 19		Beverly Manor
Washington 20		Five Points

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, a request from Buildings and Grounds was received to proceed with tree removal and trimming at the Courthouse; and

WHEREAS, this project was necessary to mitigate safety concerns; and

WHEREAS, the estimated total cost for this project is \$9,000 and will be funded from Building Maintenance Line Item 100-630-5300; and

WHEREAS, the County's Executive Committee recommends to the County Board to approve the emergency declaration under 1 TCC 4-13; and

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

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

PASSED THIS 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County Board



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

June 01, 2021

John C. Ackerman
Tazewell County Clerk
Via hand delivery

Dear John:

I wish to declare an emergency under § 33.13 Miscellaneous Provisions of the Tazewell County Code to remove or trim trees at the Courthouse to mitigate safety concerns.

Per the requirement § 33.13 the Board will consider a resolution approving this action at the June 30, 2021 meeting.

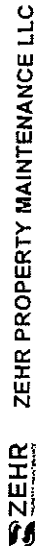
Please contact me if you have any questions.

Sincerely,



David Zimmerman
County Board Chairman

copy to: County Board Members
Brett Grimm, Auditor
Mike Schone, Facilities Director
Wendy Ferrill, County Administrator



Quote #1998

Mike Schone
 342 Court St / Pekin, IL 61554
 309-478-5663

Sent on
 05/26/2021

Tree Removal

Remove the two designated hackberry trees from the south side of the building per our meeting.

QTY.	UNIT COST	TOTAL
1	\$6,750.00	\$6,750.00

Stump Grinding

Grind both stumps below grade and remove chips. topsoil will be added to stump hole within this quote.

QTY.	UNIT COST	TOTAL
1	\$1,050.00	\$1,050.00

Tree Trimming

Trim the two hackberry trees on the west side of the building. Remove the dead and take weight off the lower Canopy per our meeting.

QTY.	UNIT COST	TOTAL
1	\$1,200.00	\$1,200.00

Subtotal

\$9,000.00

Total

\$9,000.00

This quote is valid for the next 90 days, after which values may be subject to change.

Contact Zehr Property Maintenance LLC



Office: 309-925-2510
 Cell: 309-657-4835
 caleb@kingtreespecialists.com
 www.kingtreespecialists.com

5/25/2021

Job Name: Tazewell Co Facilities Director 2021

Tazewell Co Facilities Director
 Mike Schone
 101 S Capitol St
 Pekin, IL 61554

Work Site: 342 Court St
 Pekin, IL 61554

Work: 478-5663

CustomerCode:781559

Proposed By: Caleb Smith

Proposal

All work performed according to ANSI A300 industry standards for tree care, unless noted otherwise.

#	Item	DBH	Service Description	Qty	Cost
1	Hackberry	35	Tree Removal	1	\$3,200.00
			In front (left of entry): Remove hackberry tree to ground level with aerial lift. All clean-up included.		
			Site will need to have cars clean for access to tree and safe working site.		
			\$2,800-\$3,200		
2	Stump	0	Stump Removal	1	\$800.00
			Grind hackberry stump 6-8" below grade, remove excess debris, and backfill with topsoil.		
3	Hackberry	40	Tree Removal	1	\$4,200.00
			In front (near generators): Access tree with aerial lift to remove tree to ground level. Tree will be remove with crane set-up in parking lot to safely remove the previously topped tree to ground level. Limited rigging will be done due to the structural integrity of tree. All clean-up included.		
			\$3,800-\$4,200		
4	Stump	0	Stump Removal	0	\$1,500.00
			Rake back rocks and grind hackberry stump 6-8" below grade, remove excess debris, and backfill with topsoil.		

5	Hackberry	30	Tree Pruning	3	\$2,000.00
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Access trees with aerial lift along street and climb trees located near memorial walls. Clean large deadwood and reduce weight of ends to help reduce the potential of tree failure from previously topped trees. A visual inspection will be made while climbing aloft to determine if removal is needed.

\$1,500-\$2,000

Section Subtotal: \$11,700.00	Section Total: \$11,700.00
--------------------------------------	-----------------------------------

Notes:	Subtotal: \$11,700.00
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This proposal is valid for 60 days.

Any evaluation of trees performed at this time included only a visual inspection of accessible components for the purpose of evaluating tree health and shall not be considered a Tree Risk Assessment. A Tree Risk Assessment involves a more extensive inspection and is conducted as a separate work item at an additional charge.

Total: \$11,700.00

Work authorization: All prices, specifications, and King Tree Specialists' terms and conditions are satisfactory, understood and hereby accepted.

mschone@tazewell.com

Customer Signature _____	Date _____	Email *To better serve you please make any necessary changes to your email address
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Terms and Conditions

It is agreed by and between King Tree Specialists, Inc. and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract.

Insurance by Contractor: King Tree Specialists, Inc. warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Worker's Compensation as required by law. Certificates of coverage are available upon request.

Cancellation Fee: King Tree Specialists, Inc. kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$50.00 for incurred expenses.

Completion of Contract: King Tree Specialists, Inc. agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow King Tree Specialists, Inc. to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify King Tree Specialists, Inc. For any damages or costs incurred from the result thereof.

Safety: King Tree Specialists, Inc. warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

ANSI A300 Tree Care Standard Definitions: The following definitions apply to specifications detailed in this proposal.

clean: Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches. Unless noted otherwise on this proposal, all cleaning will be of branches 1 inch in diameter or greater throughout the entire crown.

crown: The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.

leader: A dominant or co-dominant, upright stem.

raise: Selective pruning to provide vertical clearance.

reduce: Selective pruning to decrease height and/or spread by removing specified branches.

restore: Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.

thin: Selective pruning to reduce density of live branches, usually by removing entire branches.

vista pruning: Selective pruning to allow a specific view, usually by creating view "windows" through the tree's crown.

Stump Removal: Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal are not hauled unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

Concealed Contingencies: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis. King Tree Specialists, Inc. is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

Clean-up: Clean-up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

Lawn Repair: King Tree Specialists, Inc. will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are not included in the contract price, unless noted otherwise on this proposal.

Returned Check Fee: There will be a \$25.00 fee charged for all checks returned to our office for non-sufficient funds.

Terms and Conditions: I have read the proposal and authorize King Tree Specialists, Inc. to perform the services listed on proposal. Time and date for services to be completed shall be designated by King Tree Specialists, Inc. Payment shall be due upon completion of services. Any unpaid balance past 30 days, shall be subject to a 1.5% (18% APR) finance charge. If my account should become past due and I fail to pay my account in full or make payment arrangements, I agree to pay the cost of any returned check charges, costs and reasonable attorney fees should I fail to honor the agreement, pay for any services rendered or cause the company to take any legal action against me.

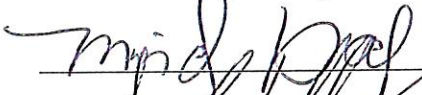


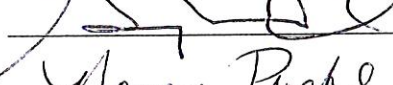
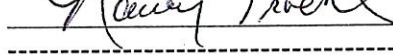


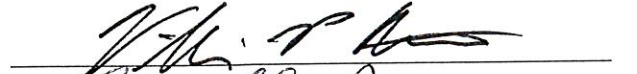

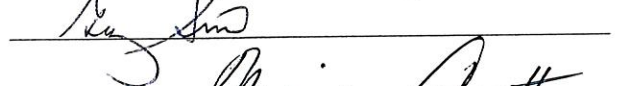


COMMITTEE REPORT

E-21-124

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 first invoice to Kenyon & Associates for the design and construction engineering for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$2,103.69; and

WHEREAS, the contract was awarded by the Tazewell County Board in February 2021 for the total amount of \$33,000.

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 Auditor and Greater Peoria Economic Development Council Grant Consultant, Jim Cummings, of this action

PASSED THIS 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



INVOICE
NO. 13194

TO:

DATE:

Tazewell County - Wendy Farrill
Jim Cummings, Greater Peoria Ec. Dev. Council
401 NE Jefferson Ave.
Peoria, IL 61603

June 2, 2021

Project Title and Location
Tazewell County Accessibility
Upgrades at Various Buildings
Grant #18-248591

Lump Sum Fee \$33,000.00
((\$23,100 Construction Documents)
(\$9,900 Construction Administration)

BASIC SERVICES FEE BREAKDOWN

Construction Documents \$23,100.00
Construction Administration 9,900.00
\$33,000.00

WORK COMPLETED TO DATE

Construction Documents - 9% Complete \$2,079.00

Total Due \$2,079.00

REIMBURSABLES

Photocopies (Contract Conditions) \$ 1.68
Mileage 23.01

Total Reimbursables 24.69

TOTAL DUE \$2,103.69

**TAZEWELL COUNTY ACCESSIBILITY UPGRADES
AT VARIOUS BUILDINGS GRANT #18-248591**

SCOPE OF SERVICES TO DATE

Invoice #13194 - June 2, 2021 - \$2,103.69

Completion of contract and setting up the project in our computer system. Field measure of three (3) buildings in Pekin, one (1) in Creve Coeur, and one (1) in Marquette Heights. Begin the process of transferring the field measurements onto the computer CAD system.

PD

Basic Services Fee	\$33,000.00
Invoice #13193	<u>2,079.00</u>
	\$30,921.00

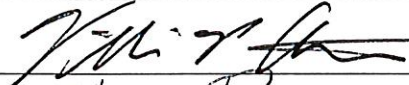
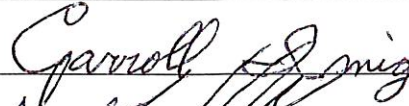
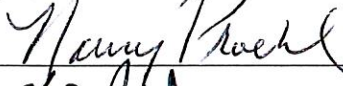




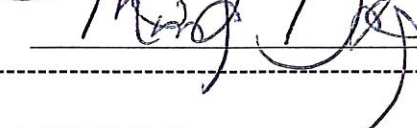
**Kenyon and Associates Architects, Inc.
206 N.E. Madison Avenue
Peoria, IL 61602-1216
309 674-7121
kenyon@kenyonarchitects.com**

COMMITTEE REPORT

E-21-125

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 an agreement with Bellwether LLC for consulting and assisting in the process of managing and administering the funds in the American Rescue Plan Act; and

WHEREAS, the US Treasury Department allows the cost for consultants from the Coronavirus State and Local Fiscal Recovery Funds to assist with managing and administering the CSFRF/CLFRF program funds correctly; and

WHEREAS, the agreement with Bellwether LLC will provide consulting for effective management and oversight to ensure compliance with legal, regulatory and other requirements at a cost of \$20,000; and

WHEREAS, the Tazewell County Treasurer will transfer \$20,000 from the American Rescue Plan Act, State and Local Fiscal Recovery funds to the Tazewell County General Fund for the purpose of payment of approved claims and services provided by Bellwether, LLC per this agreement.

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 Treasurer, and the Auditor of this action

PASSED THIS 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Letter of Agreement

Bellwether LLC
200 W. North Street - Box 803
Normal, Illinois 61761

June 17, 2021

Tazewell County
11 S. 4th Street
Pekin, IL 61554

To the Honorable Chairman,

Thank you for reaching out to Bellwether LLC. We are pleased to be the leading provider of operations consulting for Illinois Counties across the state.

This Letter of Agreement (Agreement) summarizes our understanding of the services requested by TAZEWELL County (Client) from Bellwether LLC (Bellwether). This letter represents a binding contract. If acceptable, please sign below and return a copy to Bellwether LLC by mail or email.

BACKGROUND

The President signed the American Rescue Plan Act providing for funds more multiple entities including Illinois Counties. This program is to be administered by the US Treasury Department.

The US Treasury Department has provided and continues to update guidance for Counties for the use of funds provided by the American Rescue Plan Act (ARPA).

As expected, the language used at the federal level does not match well with the language counties use to describe their needs. This continues to cause confusion and concern about how to proceed.

We fully anticipate counties receiving funds in mid-May. We are encouraging all Counties to ensure they are on solid footing and compliance before committing these funds.

Bellwether has committed resources to monitor developments at the federal level, observe practices of peer counties within Illinois and to work directly with Illinois counties to pursue their goals for the ARPA funds.

ARPA program rules prohibits Bellwether of acting on your behalf. Bellwether's role will be to provide administrative support as well as serving as a pipeline for insights and opportunities.

To proceed, and prior to engaging Bellwether, Counties should complete the ARPA registration process and provide the necessary information to receive funds.

Proposal

Bellwether proposes the following services for consideration. Bellwether will complete the following services at the direction of Tazewell County

1. To receive information from TAZEWELL County on their desired use of ARPA funds.
2. To confirm, within the limits of available information, the eligibility of the desired use for ARPA funding.
3. To actively seek approval from the US Treasury Department for uses not specified in the provided information.
4. To work directly with TAZEWELL County to compile document, propose resolutions and establish initiatives for use of ARPA funds.
5. To work directly with TAZEWELL County resources to identify information required to complete require periodic reports for the US Treasury Department as required by ARPA.
6. To work directly with TAZEWELL County resources to resolve any conflicts in reporting or requests for additional information by the US Treasury Department.

Bellwether will prepare documents and reporting materials necessary to comply with US Treasury instructions for reporting ARPA fund Results and Compliance.

Timeline

1. The work associated with the items above will commence immediately after approval by TAZEWELL County.
2. The project has two parts:
 - a) 2021 ARPA Funding and Periodic Reporting (Linked to US Treasury first distribution)
 - i. Completion of proposed activities according to US TREASURY timeline
 - b) 2022 ARPA Funding and Periodic Reporting (Linked to US Treasury second distribution)
 - i. Completion of proposed activities according to US TREASURY timeline

Payment for Service

1. Client shall pay Twenty Thousand Dollars (\$20,000). Payments shall be in response to two invoices.
 - a. An initial payment of Ten Thousand Dollars (\$10,000) to be paid at the contract signing.
 - b. A second payment of ten thousand dollars (\$10,000) to be paid at the time of the second distribution provided by the US Treasury Department to Tazewell County

Conditions

1. **Bellwether LLC is not a law firm:** Bellwether does not provide legal advice. Our services are based on an understanding of the conditions and instructions for the ARPA. County elected officials are ultimately responsible for decisions on the use of the funds and approval of reporting documents.
2. **Entire Agreement:** This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended, or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties, or agreement of any kind, except as is expressly described in this Agreement.
3. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of Illinois. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me by scan / email or US Postal Service.



Bellwether LLC
200 W. North Street - Box 803
Normal, Illinois 61761

AGREEMENT

Accepted and agreed to on _____, 2021 by

Signature

Printed Name



ARPA PLANNED USE – INITIAL SUBMISSION

The following table is intended to organize the initial County plan for use of the American Rescue Plan Act (ARPA) funds. Please follow the instructions below and return to Bellwether by email as soon as possible.

INSTRUCTIONS:

1. Enter the County’s list of desired uses for ARPA funds in the “Planned Use” column. A brief list of eligible uses are included below. This list does not include all possible uses.
2. Enter an estimate of the cost of the desired use in the “Estimated Cost” column.
3. Briefly describe the “Intended Outcome” of the desired use. This information will be used to compile a part of the first report due in August 2021.
4. Prioritize each planned use.
 - a. Bellwether will respond to each planned use as either “clearly eligible” – “eligible with additional criteria” – “subject to interpretation” – “clearly ineligible” – “unaddressed”
 - b. Bellwether will list additional potential uses which may create indirect savings that may be used to accomplished the described planned use.

PLANNED USE	ESTIMATED COST	INTENDED OUTCOME	PRIORITY

Return this completed list to Bellwether. There is no limit to the planned uses you may provide to Bellwether. We will work through the list from your #1 priority down until those clearly eligible or eligible with additional criteria have exhausted your total authorization for funds.

Examples of potential uses are provided on page 2.

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages

Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

Bellwether LLC
200 W. North St
Box 803
Normal, IL 61761

Invoice

Date	Invoice #
6/16/2021	523

Bill To
Tazewell County 11 S. 4th Street Pekin, IL 61554

Description	Amount
ARPA PROCESS SUPPORT	10,000.00
Total	\$10,000.00

COMMITTEE REPORT

E-21-115

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 Dempsey's Pub, Inc.; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$18,800 to be used for payroll and overhead expenses 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 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

E-21-116

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 Tequilas Mexican Bar and Grill; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$24,970 to be used for overhead expenses 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 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

E-21-117

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 Touch of Bronze, Inc.; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$11,600 to be used for payroll and overhead expenses 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 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

E-21-118

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 Lyt, Inc. dba Art at the Bodega; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$10,000 to be used for payroll and overhead expenses 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 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

E-21-119

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 Dearcos Sheldon, Inc. dba Office on Main; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and overhead expenses 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 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

E-21-120

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 Firehouse Pizza, LLC; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$20,000 to be used for overhead expenses 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 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

E-21-121

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 Terry Cooper dba Hilltop Grill; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$12,500 to be used for payroll and overhead expenses 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 30th DAY OF JUNE, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



In-Place Property Committee

Greg Longfellow, Chairman
James Carius Community Room
Wednesday, June 30, 2021

- I. Roll Call
- II. New Business
 - A. Motion to approve going out for bids for windows at the McKenzie Building
 - B. Motion to approve going out for bids for fan coils**
- III. Recess

Members: Chairman Greg Longfellow, Michael Harris, Nick Graff, William Hauter, Carroll Imig, Kim Joesting, Tammy Rich-Stimson, Frank Sciortino



In-Place Executive Committee

David Zimmerman - Chairman
James Carius Community Room
Wednesday, June 30, 2021

I. Roll Call

II. New Business

- E-21-115 A. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Dempsey's Pub, Inc.
- E-21-116 B. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Tequilas Mexican Bar and Grill
- E-21-117 C. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Touch of Bronze, Inc.
- E-21-118 D. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Lyt, Inc. dba Art at the Bodega
- E-21-119 E. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Dearcos Sheldon, Inc. dba Office of Main
- E-21-120 F. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Morton Firehouse Pizza, LLC
- E-21-121 G. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Terry Cooper dba Hilltop Grill

III. Recess

Members: Chairman David Zimmerman, Vice Chairman Michael Harris,
Bill Atkins, Monica Connett, Mindy Darcy, Nick Graff, Carroll Imig, Kim Joesting,
Greg Longfellow, Greg Menold, Nancy Proehl, Greg Sinn



In-Place Risk Management Committee

David Zimmerman - Chairman
James Carius Community Room
Wednesday, June 30, 2021

I. Roll Call

II. New Business

RM-21-03 A. Recommend to approve worker's compensation settlement

III. Recess

Members: Chairman David Zimmerman, Michael Harris, Bill Atkins, Monica Connett,
Mindy Darcy, Nick Graff, Carroll Imig, Kim Joesting, Greg Longfellow,
Greg Menold, Nancy Proehl, Greg Sinn

Auditor Brett Grimm
State's Attorney Stewart Umholtz
Treasurer Mary Burress



Tazewell County Board Calendar of Meetings July 2021

Independence Day Holiday	Monday, July 05	County Offices Closed
Zoning Board of Appeals Duane Lessen, Chair	Wednesday, July 07 5:30pm – JCCR	Altpeter, Connett, Crawford, Hall, Goddard, Imig, Joesting, Roberts
Insurance Review David Zimmerman, Chair	Thursday, July 08 3:00pm – Jury Room	Darcy, Hauter, Rich-Stimson
Health Services Bill Atkins, Chair	Thursday, July 08 5:30pm - TCHD	Sinn, Altpeter, Hall, Hauter, Hovey, Longfellow, Roberts
Land Use Kim Joesting, Chair	Tuesday, July 13 5:00pm – Jury Room	Connett, Altpeter, Crawford, Goddard, Hall, Imig, Roberts
Transportation Greg Menold, Chair	Monday, July 19 8:00am - Tremont	VACANT, Connett, Crawford, Goddard, Hall, Hovey, Proehl
Property Greg Longfellow, Chair	Tuesday, July 20 3:30pm – JCCR	Harris, Graff, Hauter, Imig, Joesting, Rich-Stimson, Sciortino
Finance Nick Graff, Chair	Tuesday, July 20 following Property – JCCR	Darcy, Atkins, Harris, Imig, Menold, VACANT, Proehl, Rich-Stimson, Sciortino, Sinn
Human Resources Mindy Darcy, Chair	Tuesday, July 20 following Finance – JCCR	Proehl, Atkins, Graff, Harris, Imig, Menold, VACANT, Rich-Stimson, Sciortino, Sinn
Risk Management David Zimmerman, Chair	Wednesday, July 21 4:00pm – Jury Room	Harris, Atkins, Connett, Darcy, Graff, Imig, Joesting, Longfellow, Menold, Proehl, Sinn
Executive David Zimmerman, Chair	Wednesday, July 21 following Risk Management	Harris, Atkins, Connett, Darcy, Graff, Imig, Joesting, Longfellow, Menold, Proehl, Sinn
Board of Health Gary Burton, Chair	Monday, July 26 6:30pm - TCHD	Atkins
County Board	Wednesday, July 28 6:00 pm – JCCR	All County Board Members