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DRAFT

COMMITTEE REPORT  
LU-21-02

Chairman and Members of the Tazewell County Board:

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

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R E S O L U T I O N

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

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

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

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

Adopted this 31 day of MARCH, 2021.

\_\_\_\_\_  
Michael L. Harris  
Tazewell County Board Chairman  
VICE

ATTEST:

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

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

Proposed Amendment No. 59  
(Zoning Board Case No. 21-09-A)

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

**WHEREAS**, a public hearing on said Amendment was held March 2, 2021, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

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

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

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

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

**SECTION 1**

(Remove the language as stricken and replace with new language as bolded and underlined)

**§ 157.055 ACCESSORY DWELLINGS.**

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

- (A) The principal use of the lot shall be a single-family dwelling;
- (B) No more than one accessory dwelling shall be located on a lot;
- (C) The accessory dwelling shall be owned by the same person **who occupies as the habitable** principal dwelling;
- (D) ~~In the residential districts,~~ The accessory dwelling shall share the driveway serving the principal dwelling;



- (E) The accessory dwelling shall have a floor area no greater than 50% of the floor area of the principal dwelling, with a minimum of 350 square feet and a maximum of 800 square feet;
- (F) If the accessory dwelling is located within the principal dwelling and the entrance of the accessory dwelling is separate from the entrance to the principal dwelling, then that entrance shall not face any street on which the lot fronts;
- (G) ~~If the accessory dwelling will be in a detached accessory structure, then that structure shall also serve as a garage for residents of the principal dwelling;~~

**An accessory dwelling may be located in an unattached garage for the residents of the principal dwelling;**

- (H) The accessory dwelling shall not be used for rental property for non-family members; and
- (I) A 911 address shall be obtained for the accessory dwelling.

is hereby granted.

**WHEREAS**, this amendatory ordinance shall take effect April 1, 2021, upon passage as provided by law.

**PASSED AND ADOPTED** this 31 day of MARCH, 2021.

Ayes 20 Nays 0 Absent 2

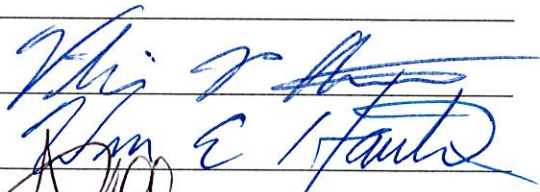

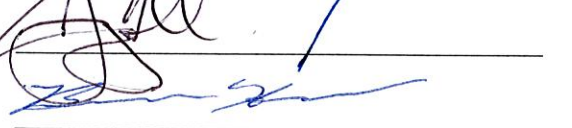

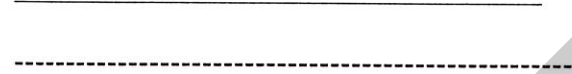

Michael L Harris  
 Chairman *vice*  
 Tazewell County Board

ATTEST:  
[Signature]  
 County Clerk  
 Tazewell County, Illinois

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the Health Services Committee recommends to the County Board to authorize and approve the Delegation Agreement between the Illinois Environmental Protection Agency (IEPA) and Tazewell County; and

WHEREAS, Units of local government may contract with the State to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the IEPA may enter into written delegation agreements with any unit of local government under which it may delegate all or portions of its inspecting, investigating and enforcement functions which shall require that work performed be in accordance with IEPA criteria and subject to IEPA review; and

WHEREAS, the purpose of the Agreement is to satisfactorily act on public concerns for human health and the environment and agree upon a mutually cooperative program for inspecting solid waste management sites in the County, for sharing information obtained regarding solid waste disposal sites in the County, and for follow up activity in situations where violations of environmental laws are detected; and

WHEREAS, the Agreement would authorize the County to conduct a program of continuing surveillance and regular or periodic inspections of refuse disposal sites and to investigate violations of the Illinois Environmental Protection Act; and

WHEREAS, the Tazewell County Health Department, an agency established within or in addition to the County government, shall implement this Delegation Agreement for and on behalf of the County; and

WHEREAS, the Delegation Agreement shall take effect on the date of signing by all parties and shall remain in effect until June 30, 2026 unless terminated earlier by either party following the termination section of the Agreement; and

WHEREAS, by entering into the Agreement the County remains eligible to receive annual local solid waste management enforcement grants from the IEPA to offset the costs of the program.

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

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

PASSED THIS 31<sup>st</sup> OF MARCH, 2021.

ATTEST:

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

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

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**INTERGOVERNMENTAL DELEGATION AGREEMENT**

**BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
AND THE COUNTY OF TAZEWELL, ILLINOIS**

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**A JOINT AND COOPERATIVE INSPECTION PROGRAM**

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This Intergovernmental Delegation Agreement (“Agreement” or “Delegation Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between the County of Tazewell, Illinois (the “County”) and the Illinois Environmental Protection Agency (“Illinois EPA” or the “Agency”) (collectively, the “Parties”).

**I. AUTHORITY**

The Illinois EPA is an agency established in the executive branch of State government, having the duty and authority, *inter alia*, to conduct a program of continuing surveillance and of regular or periodic inspection of sites and to investigate violations of the Illinois Environmental Protection Act (415 ILCS 5/1, *et seq.*) (“Act”), and regulations adopted thereunder (“regulations”).

The County is a unit of local government organized and existing under the laws of Illinois. The Tazewell County Health Department (the “Department”), a department or agency established within or in addition to the County government, shall implement this Delegation Agreement for and on behalf of the County.

Section 30 of the Act (415 ILCS 5/30) provides:

“The Agency shall cause investigations to be made upon the request of the Board or upon receipt of information concerning an alleged violation of this Act, any rule or regulation adopted under this Act, any permit or term or condition of a permit, or any Board order, and may cause to be made such other investigations as it shall deem advisable.”

Article VII, Section 10, Constitution of the State of Illinois, 1970, provides in part:

“Units of local government . . . may contract . . . with the State . . . to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. . . ”.

Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides:

“Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies

entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/2) defines “public agency” to include any unit of local government as defined in the Illinois Constitution of 1970, the State of Illinois and any agency of the State. The County is a unit of local government as defined in the Illinois Constitution of 1970, and Illinois EPA is an agency of the State.

Section 4(r) of the Act (415 ILCS 5/4(r)) provides:

“The Agency may enter into written delegation agreements with any unit of local government under which it may delegate all or portions of its inspecting, investigating and enforcement functions. Such delegation agreements shall require that work performed thereunder be in accordance with Agency criteria and subject to Agency review.”

Section 22.15(h) of the Act (415 ILCS 5/22.15(h)) states that the Agency is authorized to provide financial assistance to units of local government for the performance of inspecting, investigating and enforcement activities pursuant to Section 4(r) of the Act at nonhazardous solid waste disposal sites.

Section 55.6(c) of the Act (415 ILCS 5/55.6(c)) states, in part, that the Agency is authorized to provide financial assistance to units of local government for the performance of inspection, investigation, and enforcement activities pursuant to Section 4(r) of the Act at used and waste tire sites.

The Illinois EPA hereby delegates the site inspection authority as set forth by the terms and conditions of this Delegation Agreement, to the County. All inspecting functions, not specifically delegated in this Delegation Agreement, are retained by the Illinois EPA. Other than to the Department, the County shall not sub-delegate the functions and duties delegated herein to any other local government agency or political subdivision without the prior written approval of the Illinois EPA. Site(s) owned or operated, in whole or in part, by the County, or any political subdivision of the County, are expressly excluded from the delegation of authority in this Delegation Agreement.

**II. PURPOSE**

The purpose of this Delegation Agreement is to satisfactorily act on public concerns for human health and the environment and agree upon a mutually cooperative program for inspecting sites in the County, for sharing information obtained regarding solid waste management in the County, and for follow-up activity in situations where violations of environmental laws are detected, the results of which may result in the issuance of a Violation Notice or Administrative Citation.

**III. DEFINITIONS**

As used herein, the terms within this Delegation Agreement shall be defined in the Act, unless otherwise defined below.

As used herein, the term “*site(s)*” means any location, place, tract of land, and facilities, including but not limited to buildings, and improvements used for purposes subject to regulation or control by this Act or regulations thereunder. This term does not refer to sites or those portions of a site that manage “hazardous waste,” as defined under state and federal law or site(s) owned or operated, in whole or in part, by the County or any political subdivision of the County.

As used herein, the term “*inspection*” includes, but is not limited to, physical inspection, collection and analysis of air, soil, water, and waste samples, photographing or videotaping sites, facilities or activity, review and copying of any documents, photographs, videotape or other record keeping, and any other information gathering activity.

**IV. RESPONSIBILITIES OF THE COUNTY**

**A. INSPECTION**

Pursuant to this Delegation Agreement, the County, through the Department, shall have certain authority to act on behalf of the Illinois EPA, as specified herein, to inspect sites under the Act and regulations adopted thereunder. The County shall inspect sites as well as enforce applicable provisions of the Act and regulations. The County understands that any reports, other pertinent data and any other written material submitted to the Illinois EPA or received by the County from the Illinois EPA may be subject to public access, inspection and photocopying pursuant to the Illinois EPA's responsibilities under Section 7 of the Act (415 ILCS 5/7) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) as set forth in Section VII below in more detail.

The County shall conduct its inspection program in accordance with this agreement and the terms and conditions within the Act and regulations. Before any employee of the County inspects a site pursuant to this Delegation Agreement, such employee must be certified by the Illinois EPA as to his or her qualifications for the purposes of conducting inspections. The County's employee certification shall be accomplished by such employee taking a training course given by Illinois EPA personnel designed to educate its first County employee or employee(s) as to all aspects of proper inspection, sample collection, and an understanding of the applicable statutes and regulations. The County employee(s) shall demonstrate competency for certification within forty-five (45) calendar days following the successful completion of such training course before they may become a certified inspector. A certified inspector may offer a similar training course, approved by the Illinois EPA, to other County employee(s) so that they may obtain certification through the County. The Illinois EPA shall certify the other County employee(s) as an inspector within forty-five (45) calendar days following the successful completion of such training course after demonstrating competency to the Regional Manager and after notice of completion of the approved training course has been provided to the Illinois EPA. .

**B. ENFORCEMENT**

The Illinois EPA recognizes that the State's Attorney in the County has certain independent enforcement authority pursuant to Title XII of the Act. This Delegation Agreement is not intended to affect or alter such independent enforcement authority. Accordingly, the Illinois EPA and County agree that the State's Attorney may bring actions for violations pursuant to Section 42(e) of the Act in the name of the people of the State of Illinois. However, in electing to enter into this Delegation Agreement the County agrees that it will conduct site inspection pursuant to the terms and conditions of the Delegation Agreement. When the County refers a matter for formal enforcement pursuant to the Delegation Agreement, the case will be prosecuted either through the available channels utilized by the Illinois EPA for cases developed by Illinois EPA personnel or through the State's Attorney's Office.

The Illinois EPA reserves, and shall have sole authority over and responsibility for, review and approval of any remedial action settled upon through negotiation or as presented to a court or the Illinois Pollution Control Board except for remedial actions involving the removal and proper disposal of open-dumped or open-burned solid waste requiring only incidental soil, groundwater or surface water removal or disturbance. The purpose and intent of utilizing the expertise of the

Illinois EPA for remedial actions is to utilize the technical expertise of the Illinois EPA and to maintain the legislative intent set forth in the Act to establish a unified, statewide program to restore, protect and enhance the quality of the environment.

The County agrees to notify the Illinois EPA of any formal enforcement action (e.g. local ordinance violations) it initiates, the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. Additionally, the County and the Illinois EPA agree that, upon request, each will provide the other with information regarding any and all enforcement action(s) concerning sites within the County. The County and Illinois EPA will make their best efforts to cooperate with one another with any enforcement actions brought by either party pursuant to the Act and/or regulations. The County and the Illinois EPA shall cooperate in enforcement matters including the matter of regularly scheduled meetings. The parties will make their best efforts to hold these meetings when a referral for formal enforcement is considered; when considering issuance of an Administrative Citation (in agreement); when the facility fails to respond to a Violation Notice or Notice of Intent to Pursue Legal Action (in agreement); and when a Compliance Commitment Agreement is considered for approvals and/or rejection.

The County agrees that its employee(s) shall cooperate fully and completely with the Illinois EPA, including, but not limited to, offering testimony in any enforcement matter instituted against a site in the County.

#### **V. RESPONSIBILITIES OF THE ILLINOIS EPA**

In order to promote the operational aspects of this Delegation Agreement, personnel from the Illinois EPA may accompany inspectors on joint inspections within its municipal jurisdiction. Such joint inspections may also serve to provide County personnel with additional background information and inspection skills with respect to such sites.

If the Illinois EPA initiates a formal enforcement action, the Illinois EPA agrees to notify the County of any such action, with the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. If a duplicative action exists, the Illinois EPA may decide to take over such enforcement action. In the event a conflict arises between enforcement or remedy, the Illinois EPA retains ultimate primacy of the issue.



The Illinois EPA agrees that its employee(s) shall cooperate, review all reports and provide guidance and recommendations for improved quality, responding to questions, offering testimony in any enforcement matter instituted against a site in the County that is within the scope of this Delegation Agreement. Nothing in this Delegation Agreement shall limit the Illinois EPA from exercising its statutory and regulatory discretion regarding inspection, investigation or enforcement matters.

**VI. BUREAU OF LAND PERMITS, VARIANCES AND ADJUSTED STANDARDS**

The Illinois EPA shall, consistent with Section 7 of the Act (415 ILCS 5/7), forward to the County copies of all applications for site permits and/or supplemental permits, variances and adjusted standards as they are received for sites in the County. The Illinois EPA shall also forward to the County copies of each permit application approval and denial. The issuance of site permits, variances and adjusted standards required by the Act and regulations shall remain the sole discretion and responsibility of the Illinois EPA.

**VII. RECORDS AND AUDITS**

A. The County shall ensure that all, including but not limited to, books, records, documents, reports, data and other evidentiary material are maintained using accounting procedures and practices that conform to generally accepted accounting principles to account properly for the receipt and disposition of all financial assistance received hereunder. The County shall ensure that records are preserved and made available for inspection, auditing, and copying as provided in Subsection D below:

- 1) For a minimum of three (3) calendar years following the County's receipt of final payment of financial assistance from the Agency hereunder;
- 2) For documents relating to disputes and/or appeals, litigation or the settlement of claims arising out of the services or activities provided by the County hereunder, or costs and expenses of services for which exception has been taken by the Agency or any of its duly authorized representatives, until three (3) calendar years after disposition of such appeals, litigation, claims or exceptions or for the three (3) calendar years specified in subsection (A)(1) above, whichever is longer; and
- 3) For such longer period required by applicable statute or regulation, including but not limited to the Local Records Act (50 ILCS 205/1 *et seq.*).

- B. The Parties acknowledge and agree that this Delegation Agreement, the payment of financial assistance, requests for payments and supporting documentation, and all other records, reports, data and/or other written material (including but not limited to electronic data, records and communications) relative thereto that have been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the Agency or the County may be subject to inspection and copying pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Such records, data, and files of the Agency may also be subject to inspection and copying pursuant to Section 7 of the Act (415 ILCS 5/7).
- C. The Parties shall comply with the provisions of Sections 7 and 7.1 of the Act, 2 Ill. Adm. Code 1828.202, and other applicable law relating to the non-disclosure of any confidential information under this Delegation Agreement. In addition, the Parties shall comply with Part 130 of the Illinois Pollution Control Board regulations (35 Ill. Adm. Code Part 130) and other applicable law regarding trade secret information hereunder.
- D. The Agency, the Auditor General, the Executive Inspector General, the Attorney General, and their respective officers, officials, employees, authorized representatives and agents shall have the right to inspect and audit any books, records or papers relating to the financial assistance provided hereunder and the expenditure of said funds.

## **VIII. HOLD HARMLESS, INDEMNIFICATION AND INSURANCE**

### **A. HOLD HARMLESS AND INDEMNIFICATION**

To the fullest extent permitted by law, the County hereby agrees to assume the risk, responsibility and liability for any and all loss or damage to property owned by the County, the Agency or third persons, any injury to or death of any persons (including employees of the County) caused by, arising out of, or occurring in connection with the execution of any services or other work, contract or subcontract arising out of this Agreement, and the County shall indemnify, save harmless and defend the State of Illinois and the Agency, and their respective officials, officers, employees and authorized representatives from all claims for any such loss, damage, injury or death, except to the extent such claim, loss, damage, injury or death is attributable to the negligent or willful and wanton conduct of an official, officer, employee or authorized representative of the

County. The County shall also require that any and all contractors, subcontractors, consultants and other parties engaged by the County shall agree in writing that they shall look solely to the County for performance of such contract or satisfaction of any and all claims arising thereunder.

## B. INSURANCE

- 1) Throughout the duration of this Agreement and any extensions thereof, the County shall maintain the types of insurance coverages in not less than the amounts of coverages set forth below:
  - a) Commercial general liability (“CGL”) insurance with a limit of not less than \$1,000,000 each occurrence (combined single limit bodily injury and property damage). If the CGL insurance contains an aggregate limit, it shall be not less than \$2,000,000 or shall be endorsed to apply separately to this project. The State and the Agency shall be named as an additional insured under the CGL insurance, any commercial umbrella/excess liability insurance, and business auto liability coverages of the County. The County’s CGL insurance, commercial umbrella/excess liability insurance (if any), and business auto liability coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the State or the Agency and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to the State or the Agency. Any insurance or self-insurance maintained by the State or the Agency shall be in excess of the County’s insurance and shall not contribute with it.
  - b) Business auto liability insurance, with a combined single limit of not less than \$1,000,000 per accident, for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos.
  - c) Workers compensation insurance, as required by law.
- 2) The County shall cause each subcontractor and consultant, employed by or acting on behalf of the County hereunder, to maintain insurance of the types and not less than the amounts of coverages specified above. When requested by the Agency, the County shall furnish copies of certificates of insurance evidencing the types and amounts of coverages for the County and each of its subcontractors and consultants.

**IX. CONTINGENCY REGARDING AVAILABILITY OF SUFFICIENT FUNDS**

Notwithstanding any provision herein to the contrary, the financial assistance provided for hereunder is expressly contingent upon and subject to the availability of sufficient funds appropriated for this Agreement and the inspection activities performed hereunder. The Agency may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if i) sufficient State funds have not been appropriated to the Agency, ii) the Governor or the Agency reserves appropriated funds, iii) the Governor or the Agency determines that appropriated funds may not be available for payment, or iv) the Agency determines that there are otherwise insufficient funds available. The Agency shall provide notice, in writing, to the County of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the County's receipt of said notice.

**X. FINANCIAL ASSISTANCE**

A. Subject to the availability of sufficient funds as provided in Section IX above and the terms and conditions of this Agreement, the Agency will provide financial assistance to the County in the form of reimbursement to the County as herein provided. The financial assistance amount shall be the maximum amount of financial assistance approved by the Agency (the "Maximum Annual Financial Assistance Amount") in any fiscal year (i.e., July 1 through June 30) during the term of this Agreement for the County's inspection activities performed hereunder. The Maximum Annual Financial Assistance Amount is subject to adjustment by the Agency in any fiscal year based on the budget and any Amended Fact Sheet approved by the Agency, and the availability of sufficient funds for the inspection activities performed hereunder. In the event that this Agreement is terminated prior to June 30 in any such fiscal year during the term of this Agreement, then the Maximum Annual Financial Assistance Amount shall be prorated based on the number of days that the Agreement is in effect during said fiscal year subject to the availability of sufficient funds as herein provided.

B. Financial assistance are those costs that:

- 1) the Agency determines to be reasonable and necessary for the County to perform its inspection activities required hereunder and as set forth in the Fact Sheet attached hereto as Exhibit A and incorporated herein (the "Fact

Sheet”), or as set forth in an amended fact sheet (“Amended Fact Sheet”) approved by the Agency, and include, but are not limited to costs of salaries and benefits, professional and consultant services, project feasibility and engineering reports, and materials acquired, consumed or expended specifically for said activities;

- 2) exclude Unallowable Costs set forth in Section X, subsection C below;
- 3) shall not exceed the amounts set forth in the annualized budget that the Agency approves for the fiscal year in which the expenses were incurred during the term of this Agreement; and
- 4) shall not exceed the Maximum Annual Financial Assistance Amount determined by the Agency.

The proposed budget for each State Fiscal Year during the term of this Delegation Agreement, as set forth in Section XIII below, is attached hereto as Exhibit B and is incorporated herein. Requested amendments to the budget may be submitted to the Agency, from time-to-time, as necessary to account for programmatic alterations on Agency-approved forms. The submission of an amended budget shall not require the Agency to provide the County any funding beyond previously approved figures. The Agency shall provide the County with written notice of its decision regarding the County’s proposed budget and Fact Sheet or Amended Fact Sheet.

- C. Costs excluded from financial assistance and as set forth in Exhibit C, attached hereto and incorporated herein (collectively, “Unallowable Costs”) include:
  - 1) costs incurred in violation of any term or condition of this Agreement or any applicable federal, state, or local law;
  - 2) costs incurred prior to or after the term of this Agreement; and
  - 3) the unallowable costs as set forth in Exhibit C.
- D. The County shall submit financial assistance requests on a quarterly basis with supporting documentation together with progress reports on forms provided by the Agency. The County shall submit its financial assistance request (i.e. payment requests) for each quarter not more than thirty (30) calendar days following the end of said quarter. The supporting documents shall identify the activities performed and provide a breakdown of the costs, sufficient to demonstrate that the costs for which financial assistance is sought were necessary and reasonable and otherwise

allowable costs as defined herein. Financial assistance request documents shall include, but are not limited to, the following:

- 1) An identification of the time period for which the activities/services were performed, and the costs were incurred;
- 2) A brief description of the work performed;
- 3) A breakdown of the activities/services performed cross-referenced to tasks set forth in the Fact Sheet or Amended Fact Sheet;
- 4) The names and titles of individuals performing activities/services and the dates and hours worked;
- 5) Copies of invoices;
- 6) A list of expenses and/or costs incurred in connection with the activities/services performed; and
- 7) Such other documentation requested by the Agency to determine whether an expense for which financial assistance is requested is an allowable cost as defined herein.

E. The County shall submit its final request each state fiscal year for financial assistance hereunder no later than thirty (30) calendar days following the expiration of the term of this Agreement.

F. The County's failure to submit financial assistance requests, supporting documentation, or quarterly reports in a timely manner may result in delay or denial of financial assistance payments by the Agency.

G. At any time or times prior to final payment under this Agreement, the Agency may cause any request(s) for payment to be reviewed or audited by the Agency or as otherwise herein provided. Each subsequent payment shall be subject to reduction for amounts included in the related request for payment which are found, on the basis of such review or audit, not to constitute allowable costs. Any payment will be reduced for overpayments or increased for underpayments on preceding requests for payment.

## **XI. INSPECTIONS**

A. The County shall maintain a formalized record of all inspections, compliance, non-compliance, formal enforcement and Administrative Citation activities. The information recorded shall include, at a minimum:

- 1) relevant dates;
- 2) number of inspections;
- 3) facilities inspected;
- 4) volume in cubic yards of waste remediated at open dump sites;
- 5) the status of all compliance and enforcement activities; and
- 6) the amount of any penalties, interest or restitution collected or due and owing.

### **B. INSPECTION REPORT FORMS**

Each time a certified inspector (hereinafter “inspector”) conducts an inspection of a site, the inspector shall complete an inspection report that consists of, at a minimum:

- 1) an inspection checklist;
- 2) a narrative;
- 3) a site sketch or map;
- 4) photographs documenting site conditions; and
- 5) any appropriate supporting documents.

While conducting inspections, the inspector shall take field notes and may utilize a draft inspection checklist in conjunction with field notes.

After completing the inspection, the inspector shall complete the inspection report within thirty (30) calendar days after the date of the inspection. The employee shall possess and carry a camera for the purpose of taking pictures to document site conditions during inspections.

The original completed report shall be maintained by the Department; one copy shall be forwarded to the Illinois EPA Regional Manager; one copy to the owner and one copy to the operator; and one copy shall be forwarded to Illinois EPA Headquarters. Copies of the inspection report shall be forwarded to the Illinois EPA and the owner and operator no later than thirty-five

(35) calendar days after the date of the inspection and may be forwarded electronically, to the extent not prohibited by Illinois law.

### C. INSPECTION SCHEDULE

Before conducting any independent inspections pursuant to the Delegation Agreement, the inspector must first be certified by Illinois EPA in accordance with Section IV(A) above. Before conducting an inspection of an Illinois EPA permitted site, the inspector shall review and become familiar with applicable statutes, regulations, variances, adjusted standards and Illinois EPA permits in order to become aware of permit conditions, obligations and exceptions that may apply to the site.

The County is responsible for inspecting the sites within its jurisdiction on a schedule under its Attachment A in the Fact Sheet or Amended Facts Sheet. The County and Illinois EPA understand that it may be necessary for the County to conduct impromptu inspections of Illinois EPA permitted sites without having had time to notify the Illinois EPA prior to such inspection, but this is to be the exception rather than the usual course of operation. Inspections of open dump sites will be on an as-needed basis. Additionally, the County shall conduct inspections of any site subject to the Delegation Agreement upon the request of Illinois EPA and upon citizen complaints alleging violations of the Act and regulations within ten (10) calendar days.

The County shall forward to Illinois EPA, within thirty (30) calendar days, copies of all written communications the County issues or receives pursuant to activities engaged in by reason of the Delegation Agreement.

From time to time, Illinois EPA engages in inspections with a view toward possible criminal enforcement actions. It is understood and agreed to by the County that any facts, data, documents, photographs, reports or other information pertaining to such inspections are outside the scope of the Delegation Agreement. Nothing herein shall limit Illinois EPA's legal authority to work with, and cooperate with, the State's Attorney and law enforcement agencies in the County regarding any inspections or investigations pursuant to possible criminal actions.

Unless otherwise specified, the Regional Manager<sup>1</sup>, Field Operations Section, Bureau of Land, shall be Illinois EPA's representative for the operational aspects of the Delegation Agreement, and the Director of the Department shall be the County's representative.

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<sup>1</sup> The Illinois EPA, Bureau of Land, has divided the State of Illinois into seven regions for administrative purposes.



## **XII. ADMINISTRATIVE CITATION PROCESS**

If a citation is issued the violator will make out two separate checks: one check to the Illinois EPA, Environmental Protection Trust Fund for half of the amount of the fine and a second check to Tazewell County for the other half of the fine. This information shall be made available to the Illinois EPA upon request.

## **XIII. EFFECTIVE DATE - TERMINATION - AMENDMENT – RENEWAL**

A. The Delegation Agreement shall commence on July 1, 2021, or upon execution, whichever is later, and shall remain in effect until **June 30, 2026** unless terminated earlier by either party giving thirty (30) calendar days prior written notice of termination to the other party. The Delegation Agreement may be so terminated with or without cause. Illinois EPA may, from time to time, review and comment on the County's inspection and enforcement program. Amendment of the Delegation Agreement may be made at the sole discretion of Illinois EPA upon written notice to the County.

B. The Parties may renew the Delegation Agreement for additional five (5) calendar year terms by mutual written consent.

## **XIV. RECOVERY OF FUNDS AND OTHER REMEDIES**

In the event this Agreement is breached by the County, the Agency may, in addition to any other remedies provided in law and/or equity, revoke this Agreement and take such other action as the Agency is authorized to take. If the Agency determines funds are being misspent or improperly held by the County, then the Agency or the Illinois Attorney General may recover those funds and take any other action authorized by law. These remedies shall not be construed as limiting the Agency's right to terminate this Agreement with or without cause as provided in Section XIII above.

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The Illinois EPA has a regional office in each region. The Bureau of Land has designated a Regional Manager for each regional office. The responsibilities of the Regional Manager include providing advice and assistance to delegated counties.

**XV. NOTICES**

Any notice required under this Agreement shall be in writing and shall be deemed properly given when personally delivered, mailed by certified mail, return receipt requested, or sent by first class regular mail, to the addresses below. Notice of termination of the Agreement shall be sent by certified mail, return receipt requested, or by personal delivery, to the address below. Either party may change its address for receiving notices by giving notice of such change in compliance with the terms of this Section. Notice as provided herein does not waive service of summons.

**For the Agency:**

Manager, Waste Reduction and Compliance Section  
Bureau of Land #24  
Illinois Environmental Protection Agency  
1021 N. Grand Ave. East  
Springfield, Illinois 62794-9276

**For the County:**

Tazewell County Health Department  
21306 Illinois Route 9  
Tremont, IL 61568-9252

**XVI. NO THIRD PARTY BENEFICIARIES**

Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish, or impose and legal duty to any third party.

**XVII. COMPLIANCE WITH APPLICABLE LAWS**

The parties shall at all times observe and comply with all applicable federal and state laws, regulations and codes which may in any manner affect the performance of this Agreement.

**XVIII. DISCLAIMER OF RELATIONSHIP**

A. Nothing contained in this Agreement, nor any act of the Agency or the County, shall be deemed or construed by the other party or by any third party, to create any relationship of

a principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Agency and the County.

B. The employees of the County shall remain employees of the County and are therefore not entitled to any benefits provided to employees of the State by virtue of this Agreement and/or any services or work performed under this Agreement.

**XIX. MISCELLANEOUS**

A. This Agreement sets forth the entire understanding of the parties relative to the subject matter hereof and supersedes all prior agreements.

B. Titles and headings to sections herein are inserted for reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any dispute arising out of this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

D. If any provision of this Delegation Agreement shall be held unconstitutional or otherwise void by a court of proper venue and jurisdiction, all other provisions of this Delegation Agreement shall remain in full force and effect.

E. If a party waives a breach of any provision of this Agreement by the other party, that waiver shall not operate or be construed as a waiver of any subsequent breach by said party or prevent the non-breaching party from enforcing such provisions.

F. This Agreement may be executed in several identical counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

G. The parties acknowledge that this Agreement was freely negotiated by each of the parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any party.

H. Each of the undersigned signing as an officer, representative, or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement, and to bind the party on whose behalf he or she is signing this Agreement to the terms and conditions herein, and that he or she does so voluntarily and in his or her official capacity.

SIGNATURE PAGE TO FOLLOW

THE TERMS AND CONDITIONS OF THIS DELEGATION AGREEMENT ARE HEREBY ACCEPTED AND AGREED TO:

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

**TAZEWELL COUNTY**

By: \_\_\_\_\_  
John J. Kim, Director

By: Michael J. Harris  
Signature

Date: \_\_\_\_\_

Michael Harris  
Type or Print Name

Vice Chairman - Tazewell Co. Board  
Title

Date: 3-31-2021

Attest: \_\_\_\_\_  
Signature

Attest: [Signature]  
Signature

\_\_\_\_\_  
Type or Print Name

John C. Ackerman  
Type or Print Name

\_\_\_\_\_  
Title

Tazewell County clerk  
Title

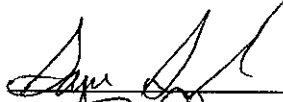



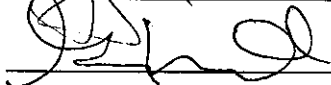

Date: \_\_\_\_\_

Date: 3-31-2021

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

	
	
	
_____	_____

**RESOLUTION**

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

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

Cincinnati Road District, Section 21-02000-02-GM (Furnish Seal Coat Aggregate (EAF CM-16) to a Stockpile Location): To Beelman Logistics, LLC, in the amount of \$24,690.00, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

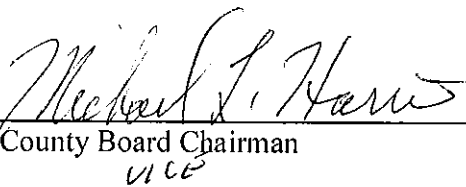
**THEREFORE BE IT RESOLVED** that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 31st day of March, 2021

ATTEST:




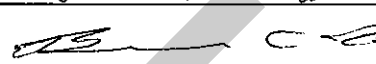
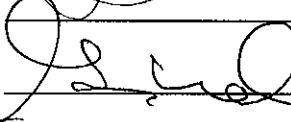
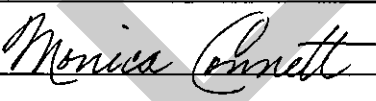
  
 \_\_\_\_\_  
 County Clerk

  
 \_\_\_\_\_  
 County Board Chairman  
*vice*

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

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

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

Cincinnati Road District, Section 21-02000-03-GM (Furnish Seal Coat Aggregate (Black Trap Rock CA-16) to a Stockpile Location): To Beelman Logistics, LLC, in the amount of \$32,760.00, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 31st day of March, 2021





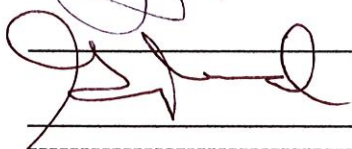

ATTEST:

	
County Clerk	County Board Chairman VICE

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

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

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

Hopedale Road District, Section 17-10135-00-BR (Bridge Replacement on Prairie Road over Indian Creek): To N.E. Finch Co., in the amount of \$497,800.00, to be paid from TBP Funds, County Bridge Funds, and Hopedale Road District local funds.

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

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

Passed this 31st Day of March, 2021

ATTEST:

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





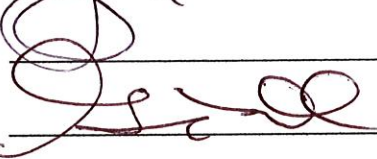
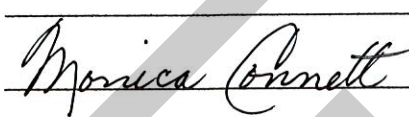
  
 \_\_\_\_\_  
 County Board Chairman  
 VICE



**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

 _____	 _____
 _____	 _____
 _____	 _____

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

PASSED THIS 31<sup>st</sup> DAY OF MARCH, 2021

ATTEST:

 _____	 _____
County Clerk	County Board Chairman VICE



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Original), Resolution Number (T-21-7 (P1 of 2)), and Section Number (21-00014-09-RS)

BE IT RESOLVED, by the Board of the County of Tazewell

Governing Body Type of Tazewell Name of Local Public Agency Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract Contract or Day Labor

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row: Springfield Road, 4.922, CH 1 /FAS 464, Townline Rd (CH 7), Toboggan Ave. (CH 14)

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Resurfacing and HMA Shoulder Patches

2. That there is hereby appropriated the sum of Three Million Seven Hundred Forty Thousand and 00/100 Dollars (\$3,740,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

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

Name of Clerk Local Public Agency Type in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Tazewell at a meeting held on March 31, 2021

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 31 day of MARCH 2021

(SEAL)



Clerk Signature Date 3-31-2021

Approved Regional Engineer Department of Transportation Date

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

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

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

**RESOLUTION**

**WHEREAS**, site conditions at the Tremont and Mackinaw highway department facilities are such that inspections and remedial recommendations for repairs and/or improvements from a consulting firm are prudent; and

**WHEREAS**, an agreement titled *Local Public Agency Engineering Services Agreement* has been developed to provide funding for said inspections and remedial recommendations; and

**WHEREAS**, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Crawford, Murphy & Tilly, Inc.; and

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

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

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

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

ADOPTED this 31st day of March, 2021.

ATTEST:  
\_\_\_\_\_  
Tazewell County Clerk

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



Using Federal Funds?  Yes  No Agreement For  Agreement Type

**LOCAL PUBLIC AGENCY**

Local Public Agency  County  Section Number  Job Number

Project Number  Contact Name  Phone Number  Email

**SECTION PROVISIONS**

Local Street/Road Name  Key Route  Length  Structure Number

Location Termini

Project Description

Engineering Funding  MFT/TBP  State  Other

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

**AGREEMENT FOR**

Phase I - Preliminary Engineering  Phase II - Design Engineering

**CONSULTANT**

Consultant (Firm) Name  Contact Name  Phone Number  Email

Address  City  State  Zip Code

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

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

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

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

## AGREEMENT EXHIBITS

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

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

### I. THE ENGINEER AGREES,

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

### II. THE LPA AGREES,

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



shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

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

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

**III. IT IS MUTUALLY AGREED,**

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

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

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

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

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

**AGREEMENT SUMMARY**

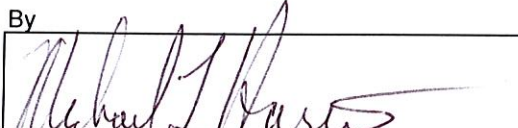
Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Crawford, Murphy & Tilly, Inc.	37-0844662	\$17,587.00
Subconsultants		
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Reliable Environmental Solutions, Inc.	27-1019179	\$2,000.00
Subconsultant Total		\$2,000.00
Prime Consultant Total		\$17,587.00
Total for all work		\$19,587.00
Add Subconsultant		

**AGREEMENT SIGNATURES**

Executed by the LPA:

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

By  Date

By  Date

Name of Local Public Agency  Local Public Agency Type  Clerk

Title

(SEAL)

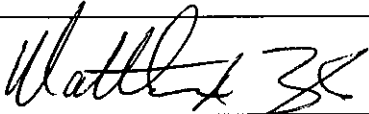


Executed by the ENGINEER:


Consultant (Firm) Name

Attest:

Crawford, Murphy & Tilly, Inc.

By  Date 3-18-2021

Title  
Project Manager

By  Date 3/18/21

Title  
Eric J. Hansen  
Vice President

APPROVED:

Regional Engineer, Department of Transportation

Date

--	--

**EXHIBIT A  
SCOPE OF SERVICES**

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

Conduct a detailed visual site inspection of the enumerated maintenance/renovation items on the following list and document accessible information for further review. Consultant will sub-contract with a hazardous materials consultant to accompany, document and sample materials as required for the planned renovation materials. Consultant will review and analyze the findings from the site inspection to provide the following:

- A detailed scope of each item's work for use in preparation of Phase II Engineering
- Repair and upgrade pros/cons, options, and recommendations
- Budgetary costs of the maintenance/renovation options and recommendations

The following is the prioritized list of improvements to be studied.

**Shop (Constructed 1978)**

1. Remove and Replace Roof and Exterior Steel along with new insulation and weather wrap (Includes removal and replacement of Gutters and Downspouts) Improve safety and efficiency over existing substantial water and air leaks.
2. Remove and Replace HVAC for Office. Improve energy efficiency and lower repair costs.  
[Non-MFT]
3. Remove and Replace overhead doors and openers Improve energy efficiency
4. Remove and Replace 3 Exterior doors, 3 Interior doors and all windows Improve energy efficiency

**Truck Hangar Building (Constructed 1997)**

5. Remove and Replace Boiler system. Improve energy efficiency and lower repair costs.
6. Remove and Replace Bathroom fixtures and hardware for better access to toilets. Lower repair/maintenance costs, ensure stall door closes properly.  
[Non-MFT]
7. Remove and Replace tile floor in Office and Bathroom areas Heavy Use Areas have deteriorated flooring.  
[Non-MFT]
8. Remove and Replace Concrete Apron outside of overhead doors Heavy Use Area has deteriorated apron.
9. Remove and Replace Ceiling in Office and Bathroom areas. Upgrades to coincide with other work.  
[Non-MFT]
10. Upgrade HVAC for Shop. Improve energy efficiency.
11. Remove and Replace &/or Repair Concrete Blocks on West and North Walls. Repair/upgrade deterioration.

**Salt Dome (Constructed 1978. Roof Restoration 2000.)**

13. Remove and Replace Shingles. Repair/upgrade deterioration

**Mackinaw Shed (Constructed 1975. New Roof 2008.)**

14. Remove and Replace Exterior Steel Repair/upgrade deterioration.
15. Remove and replace bottom 2x wood infill portion of the exterior wall Repair/upgrade deterioration.

16. Remove and replace two overhead doors and one exterior private entry door Increase security and weather resilience.
17. Provide windows or translucent panel options for natural lighting Increase safety
18. Site grading work. Enhance building longevity

DRAFT

Local Public Agency

County

Section Number

Tazewell County Highway Department

Tazewell

21-00000-08-ES

**EXHIBIT B  
PROJECT SCHEDULE**

Tazewell County is requesting a final report of improvement recommendations by June 30, 2021

DRAFT

**Exhibit C  
Direct Costs Check Sheet**

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

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input checked="" type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	390	\$0.56	\$218.40
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<b>Total Direct Costs</b>				<b>\$218.40</b>

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**Exhibit D**

**Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

DRAFT



**Local Public Agency**  
Tazewell County Highway Department

**County**  
Tazewell

**Section Number**  
21-00000-08-ES

**Consultant (Firm) Name**  
Crawford, Murphy & Tilly, Inc.

**Prepared By**  
Eric Hansen

**Date**  
2/25/2021

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	3	<b>MONTHS</b>	<b>OVERHEAD RATE</b>	168.85%
<b>START DATE</b>	5/1/2021		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	ANNIVERSARY		<b>% OF RAISE</b>	2.00%

**ESCALATION PER YEAR**

**DETERMINE THE MID POINT OF THE AGREEMENT**

1.5

**CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT**

0.25%

**The total escalation for this project would be:**

0.25%

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**PAYROLL RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	0.25%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
10. Principal	\$78.00	\$78.00
20. Project Engineer II	\$66.95	\$67.12
21. Project Architect II	\$55.15	\$55.29
30. Project Engineer I	\$52.01	\$52.14
41. Senior Architect I	\$38.62	\$38.72
42. Technical Manager II	\$47.46	\$47.58
43. Sr. Planner I	\$40.83	\$40.93
46. Sr. Structural Engineer II	\$50.87	\$51.00
50. Engineer I	\$30.57	\$30.65
70. Land Surveyor	\$42.88	\$42.99
80. Sr. Technician I	\$37.19	\$37.28
81. Sr. Technician II	\$47.48	\$47.60
90. Technician II	\$31.13	\$31.21
100. Technician I	\$26.27	\$26.34
110. Administrative Assistant	\$20.40	\$20.45



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**SUBCONSULTANTS**

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

Name	Direct Labor Total	Contribution to Prime Consultant
Reliable Environmental Solutions, Inc.	2,000.00	200

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**Section Number**

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**COST ESTIMATE WORKSHEET**

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

**OVERHEAD RATE** 168.85%

**COMPLEXITY FACTOR** 0.00%

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management	16	799	1,350		264		2,413	12.32%
Initial Site Visit	16	727	1,227	146	240		2,340	11.95%
Review Data and Analysis	20	946	1,597		312	2,000	4,855	24.79%
Scope, pros & cons	20	946	1,597		312		2,855	14.58%
Budgetary Cost Estimate	28	1,339	2,261		442		4,042	20.64%
Report & Final visit	20	931	1,571	73	307		2,882	14.71%
<b>Subconsultant DL</b>								
<b>TOTALS</b>	120	5,688	9,603	219	2,077	2,000	19,587	100.00%

Of the 18 items to be investigated and reported on that are described in Exhibit A, 4 of those items are not eligible for MFT funding. The 4 non-MFT tasks will require 24 hours of staff time which equates to \$3,917. The project funding shall be paid as follows:

County Funds: \$3,917  
MFT Funds: \$15,670  
Total Fee: \$19,587

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

SHEET

1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Initial Site Visit			Review Data and Analysis			Scope, pros & cons			Budgetary Cost Estimate			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
10. Principal	78.00	0.0																		
20. Project Engineer II	67.12	8.0	6.67%	4.47	4	25.00%	16.78										2	7.14%	4.79	
21. Project Architect II	55.29	22.0	18.33%	10.14	4	25.00%	13.82										4	14.29%	7.90	
30. Project Engineer I	52.14	28.0	23.33%	12.17													6	30.00%	15.64	
41. Senior Architect I	38.72	56.0	46.67%	18.07	8	50.00%	19.36	8	50.00%	26.07	8	40.00%	15.49	8	40.00%	15.49	8	28.57%	14.90	
42. Technical Manager II	47.58	0.0																		
43. Sr. Planner I	40.93	0.0																		
46. Sr. Structural Engineer II	51.00	6.0	5.00%	2.55													2	10.00%	5.10	
50. Engineer I	30.65	0.0																		
70. Land Surveyor	42.99	0.0																		
80. Sr. Technician I	37.28	0.0																		
81. Sr. Technician II	47.60	0.0																		
90. Technician II	31.21	0.0																		
100. Technician I	26.34	0.0																		
110. Administrative Assistant	20.45	0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
<b>TOTALS</b>		120.0	100%	\$47.39	16.0	100.00%	\$49.96	16.0	100%	\$45.43	20.0	100%	\$47.29	20.0	100%	\$47.29	28.0	100%		\$47.82

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21-00000-08-ES

**AVERAGE HOURLY PROJECT RATES**

**Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise SHEET**

2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES		Report & Final visit																
	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	
10. Principal		78.00																	
20. Project Engineer II	2	67.12	10.00%	6.71															
21. Project Architect II	6	55.29	30.00%	16.59															
30. Project Engineer I		52.14																	
41. Senior Architect I	12	38.72	60.00%	23.23															
42. Technical Manager II		47.58																	
43. Sr. Planner I		40.93																	
46. Sr. Structural Engineer II		51.00																	
50. Engineer I		30.65																	
70. Land Surveyor		42.99																	
80. Sr. Technician I		37.28																	
81. Sr. Technician II		47.60																	
90. Technician II		31.21																	
100. Technician I		26.34																	
110. Administrative Assistant		20.45																	
<b>TOTALS</b>	20.0		100%	\$46.53	0.0	0%	0.0	\$0.00	0%	0.0	\$0.00	0%	0.0	\$0.00	0%	0.0	\$0.00	0%	\$0.00

**COMMITTEE REPORT**

F-21-11

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:

\_\_\_\_\_  
*Don Lin*  
\_\_\_\_\_  
*Carroll Eng*  
\_\_\_\_\_  
*W. J. H.*  
\_\_\_\_\_  
*Frank Scortino*

\_\_\_\_\_  
*Sonie Minter*  
\_\_\_\_\_  
*Sammy S. G. Stinson*  
\_\_\_\_\_  
*W. J. H.*  
\_\_\_\_\_  
*Mink D.*

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer at the request of County Administration;

- Transfer \$78 from Association Membership Dues Line Item (100-600-5120 ) to Publications/Advertising Services Line Item (100-600-5203)

WHEREAS, the transfer of funds is needed to pay for publishing Public Hearings for the close out of the Community Block Development Grant Downstate Small Business Stabilization grants funded through the Illinois Department of Commerce and Economic Opportunity.

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

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

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

\_\_\_\_\_  
*[Signature]*  
Tazewell County Clerk

\_\_\_\_\_  
*Michael J. Hanes*  
Tazewell County Board Chairman  
VICE



**COMMITTEE REPORT**

F-21-12

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:

\_\_\_\_\_  
*Ray Sims*  
\_\_\_\_\_  
*Carroll James*  
\_\_\_\_\_  
*Phil Adams*  
\_\_\_\_\_  
*Paul Scrittano*

\_\_\_\_\_  
*Joni Minton*  
\_\_\_\_\_  
*Sammy Bush Stinson*  
\_\_\_\_\_  
*Mark*  
\_\_\_\_\_  
*Minifog*

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer at the request of County Administration;

- Transfer \$6,000 from Contingency Line Item (100-610-5999) to Publications/Advertising Services COVID – non Health Department Line Item (100-600-5203-8600)

WHEREAS, the transfer of funds is needed to pay for the contract with Adams Outdoor Advertising for billboards and posters related to the COVID pandemic.

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

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

PASSED THIS 31<sup>st</sup> DAY OF MARCH, 2021.

ATTEST:

\_\_\_\_\_  
*[Signature]*  
Tazewell County Clerk

\_\_\_\_\_  
*Michael J. Harris*  
Tazewell County Board Chairman

**COMMITTEE REPORT**

F-21-13

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *Loni Weston*

\_\_\_\_\_ *Sammy Rich Stinson*

\_\_\_\_\_ *W. Harris*

\_\_\_\_\_ *Mindy Day*

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer at the request of Community Development;

- Transfer \$500 from Building Code Inspections Line Item (100-300-5210) to Vehicle Maintenance Line Item (100-300-5320)

WHEREAS, the transfer of funds is needed to pay for vehicle repairs.

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

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

PASSED THIS 31<sup>st</sup> DAY OF MARCH, 2021.

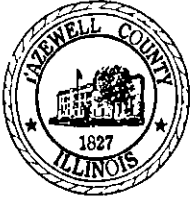
ATTEST:

\_\_\_\_\_

Tazewell County Clerk

\_\_\_\_\_ *Michael L Harris*

Tazewell County Board Chairman



**COUNTY OF TAZEWELL  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
Kristal Bachman, Community Development Administrator**

**TO:** Nick Graff, Chairman Finance Committee  
**FROM:** Kristal Bachman, Community Development Administrator  
**DATE:** March 8, 2021  
**SUBJECT:** Request for Transfer of Monies – Community Development (300)

At this time, I am requesting to transfer monies for the Community Development Department in the amount of \$500.00 from the Building Code Inspections Line Item Fund #100-300-5210 to the Vehicle Maintenance Line Item Fund #100-300-5320

This transfer is being requested due to unexpected repairs to the Departmental Vehicle with regards to a new exhaust system and a driver's side door handle

Thank-you for your consideration regarding the above request.

KD

cc. Sue Beeney, Chief Clerk, County Board  
Brett Grimm, Auditor  
Craig Peters, Finance Director



**COMMITTEE REPORT**

F-21-14

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*Carroll Ingh*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*Paul Scorteno*

\_\_\_\_\_  
*Lori Mintre*  
 \_\_\_\_\_  
*Sammy Sue Stinson*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*Ming Og*

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer for the Circuit Clerk;

- Transfer \$11,014.69 from Support Staff Line Item (100-100-5003) to Software Maintenance Line Item (100-100-5200)

WHEREAS, the transfer of funds is needed as the original budget amount did not include funding for a separate contract for courtroom functions.

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

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

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

\_\_\_\_\_  
*[Signature]*  
 Tazewell County Clerk

\_\_\_\_\_  
*Michael I Harris*  
 Tazewell County Board Chairman  
 VICE

**LINCOLN C. HOBSON**  
TAZEWELL COUNTY CIRCUIT CLERK

TAZEWELL COUNTY COURTHOUSE  
342 COURT STREET  
PEKIN, ILLINOIS 61554



TELEPHONE: 309-477-2214  
FAX: (309) 353-7801  
www.tazewellcountyil.com

Date: March 10, 2021  
To: Nick Graff – Finance Committee Chairman  
From: Lincoln C. Hobson  
Tazewell County Circuit Clerk  
Subject: Line Item Transfer

**Transfer Request**

**Transfer \$11,014.69**

From: Circuit Clerk Support Staff (Previously Clerk Hire in BUCS)  
Line Item # 100-100-5003-0000-000

To: Software Maintenance (Previously Contractual in BUCS)  
Line Item # 100-100-5200-0000-000

Purpose for Transfer of Funds: Original budget amount in Software Maintenance (previously Contractual in BUCS) did not include a separate contract essential for courtroom function.

CC: Auditor  
County Board Secretary

**COMMITTEE REPORT**

F-21-10

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to approve a reimbursement claim submitted outside of the 60-day deadline; and

WHEREAS, a letter of explanation is included with this Resolution.

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

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

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

\_\_\_\_\_

Tazewell County Clerk

\_\_\_\_\_

Tazewell County Board Chairman  
VICE

**Sue Beeney - Agenda**

---

**From:** Jennifer Shallenberger  
**To:** Sue Beeney  
**Date:** 2/24/2021 5:00 PM  
**Subject:** Agenda  
**Attachments:** img720.pdf

---

I have a correctional officer, Kaleb Otey, who attended the Police Training Institute during October-November 2020. This week he turned in a claim for mileage. I am asking if the Board would consider paying him for his travel to attend training. I am aware that the cutoff was in December 2020, but I do not know if this was translated to him by command. Otey drove his personal vehicle from his home to PTI typically on Sundays and returned home on Fridays. The trip equals 80 miles each way. With the 2020 mileage rate of \$0.575 and the grand total mileage of 640 miles, the total reimbursement would be \$368.00. This expense is usually paid out of our Education & Training line. I have attached a copy of his claim form.

*Jennifer Shallenberger*  
Administrative Assistant  
Tazewell County Sheriff's Office  
101 S. Capitol Street  
Pekin, IL 61554  
309-478-5607

CLAIM VOUCHER

COUNTY OF TAZEWELL  
STATE OF ILLINOIS

*[Handwritten signature]*  
TO: BRETT GRIMM  
TAZEWELL COUNTY AUDITOR

CLAIMANT: C/O Kaleb Okey  
FILE DATE: 2-22-21

575

MONTH	DAY	EXPENSE PURPOSE	MILEAGE	AMOUNT	TOTAL EXPENSE
10	13	From home to PFI	80	\$0.575	<del>410</del> 410
10	23	From PFI to home	80	\$0.575	<del>410</del> 410
10	25	From home to PFI	80	\$0.575	<del>410</del> 410
10	30	From PFI home	80	\$0.575	<del>410</del> 410
11	1	From home to PFI	80	\$0.575	<del>410</del> 410
11	4	From PFI home	80	\$0.575	<del>410</del> 410
11	18	From home to PFI	80	\$0.575	<del>410</del> 410
11	25	From PFI to home	80	\$0.575	<del>410</del> 410
TOTALS			640	\$0.575	<del>3280</del> 3680





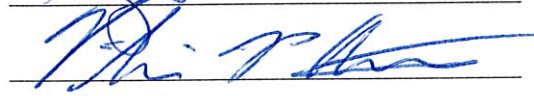


C



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

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

WHEREAS, this renewal agreement between the City of Washington and Tazewell County is for the provision of services related to providing residential building inspections and plan reviews.

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

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

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

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

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

ORDINANCE NO. 3425

Synopsis: The following ordinance would provide for an intergovernmental agreement with Tazewell County to provide for use of its building inspectors to satisfy the City's needs for inspections and plan reviews.

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND COUNTY OF TAZEWELL TO PROVIDE BUILDING INSPECTIONS AND REVIEWS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:**

**Section 1.** That the Intergovernmental Agreement between the City of Washington and the County of Tazewell to provide building inspections and reviews, a copy of which is attached hereto as Exhibit A, and by reference expressly made a part hereof, be, and the same is hereby approved.

**Section 2.** That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit A, and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

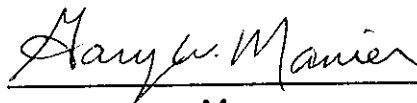
**Section 3.** That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**Section 4.** That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this 15th day of March, 2021.

AYES: 8-Adams, Blundy, Brownfield, Butler, Cobb, Dingledine, Stevens, Yoder

NAYS: -0-

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WASHINGTON AND TAZEWELL COUNTY  
FOR THE PROVISION OF SERVICES RELATED TO PROVIDING BUILDING  
INSPECTIONS AND REVIEWS**

This Agreement is effective as of April   1st  , 2021 (the “**Effective Date**”), by and between the CITY OF WASHINGTON, an Illinois home-rule municipal corporation (the “**City**”), and TAZEWELL COUNTY (“**County**”).

**Background**

- A. The City requires all new residential and non-residential construction projects meet all appropriate building codes.
- B. The City requires inspections as part of the building process to ensure compliance with all appropriate building codes.
- C. The City desires to inspect all new residential and non-residential construction projects to ensure compliance with all appropriate building codes.
- D. The City desires to hire the County for all services related to inspecting new residential and non-residential construction projects pursuant to the terms of this Agreement, and the County desires to provide such services pursuant to the terms of this Agreement.

**Agreement**

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

- 1. **Background**. The Background paragraphs set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement.
- 2. **Services**. The County shall provide services to the City within twenty-four (24) hours of request of such services by the City. It is anticipated that services requested by the City and performed by the County will include but are not limited to:
  - (a) Inspections of new residential and non-residential construction projects;
  - (b) Review building plans as needed to ensure compliance with all appropriate building codes;
  - (c) Perform inspections of other residential and non-residential buildings as requested by the City.



3. Payment.

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

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

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

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

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

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

7. Term.

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

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

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

8. Miscellaneous.

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

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

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

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

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

(f) Notice. The notices hereinabove provided shall be deemed to be delivered when deposited in the United States mail, by certified mail, return receipt requested, postage

prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

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

City: City of Washington  
c/o Jon Oliphant  
301 Walnut Street  
Washington, IL 61571

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

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

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

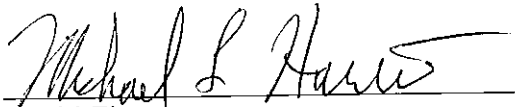
(j) Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved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

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

**CITY OF WASHINGTON**

**TAZEWELL COUNTY**

By \_\_\_\_\_  
Gary W. Manier  
Mayor

  
\_\_\_\_\_  
David Zimmerman  
Chairman  
VICE

prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

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

City: City of Washington  
c/o Jon Oliphant  
301 Walnut Street  
Washington, IL 61571

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

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

CITY OF WASHINGTON

TAZEWELL COUNTY

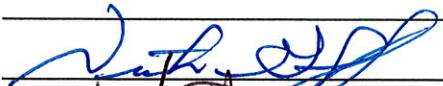

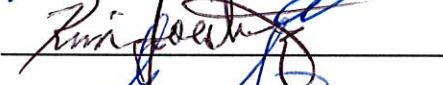



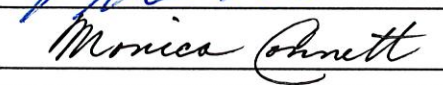

By Gary W. Manier  
Gary W. Manier  
Mayor

\_\_\_\_\_  
David Zimmerman  
Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve payment related to the Community Development Block Grant Revolving Loan Closeout; and

WHEREAS, the payment process which meets DCEO and HUD requirements is as follows:

- invoice for services submitted for County Board consideration
- upon approval, DCEO will be advised by the Grant Consultant
- DCEO will release funds to Tazewell County and
- Tazewell County will pay the vendor

WHEREAS, this request for payment is for the activity delivery services for the CDBG RLF Closeout – Buildings - which is Grant #18-248591

THEREFORE BE IT RESOLVED that the County Board approve this recommendation for payment to the Greater Peoria Economic Development Council for services rendered per contractual agreement for 10-01-20 through 03-05-21 from budget line 381-600-5252-8601 for invoice number CDBG#1-B in the amount of \$4,820.00.

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

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

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

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



# Invoice

401 NE Jefferson Ave.  
Peoria IL 61603  
Tel. (309) 495-5910

Date	Invoice #
3/5/2021	CDBG #1-B

Bill To
Tazewell County David Zimmerman 11 S. Fourth St., Suite 432 Pekin, IL 61554

Due Date
3/26/2021

Description	Amount
Invoice for services rendered to activity delivery services CDBG RLF Closeout - Buildings, Grant # 18-248591, per contractual agreement, effective September 30, 2020  Date(s) 10/01/2020 - 03/05/2021	4,820.00
<b>Total</b>	<b>\$4,820.00</b>



# DETAIL SUMMARY

Greater Peoria Economic Development Council



March 5, 2021

Tazewell County  
11 S. Fourth St.  
Pekin, IL 61554

Invoice for services rendered to activity delivery services CDBG RLF Closeout - Buildings, Grant# 18-248591, per contractual agreement, effective September 30, 2020.

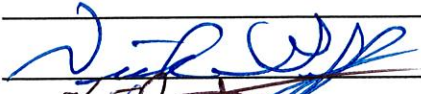

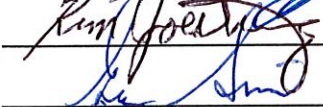
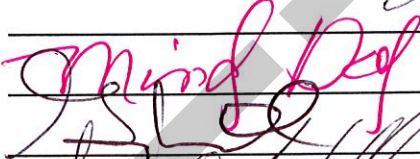




Total Contract Value:	\$24,100
Invoice to date:	\$4,820 (20% of total fee)
Due from previous invoices:	\$0
Amount invoiced to date:	\$0
Balance:	\$19,280

Project Activity	Date(s)	Amount
<ol style="list-style-type: none"> <li>1. Review, explanation of NOSAF to grantee, coordinated execution of required conflict and mandatory certifications;</li> <li>2. Preparation of and coordination of execution of GATA budget, submittal to DCEO;</li> <li>3. Prepared and executed Categorically Excluded Not Subject To (CENST) environmental certification,</li> <li>4. Coordination, assist in completion of the Programmatic Risk Assessment Questionnaire (PRAQ), submittal of same to DCEO;</li> <li>5. Research for and explanation of options per the CFR, discussion and coordination of procurement of architectural services – the entire process from beginning through execution of contract; confirmation of process with grantor agency;</li> <li>6. Preparation and submittal of Notices of Contract Award (NOCA) for both activity delivery and architectural services contracting, including SAM documentation</li> <li>7. All research, early warnings/state agency reviews, documentation, preparation, printing of 140-page environmental report and submittal of same to DCEO resulting special condition clearance;</li> <li>8. Above resulted in satisfying all special grant conditions thereby allowing for grant agreement to be created;</li> <li>9. Review, preparation of grant agreement and program budget for execution and transmittal to grantor agency;</li> <li>10. Advise grantee on requirements for grant accounting, handling of funds, do's and don'ts for grants, and related matters.</li> <li>11. Updated 504 Self-Evaluation for review.</li> <li>12. Edited, updated local government contact information database, provided to architect.</li> </ol>	10/1/20 to 3/5/21	\$4,820.00
<b>Amount Due</b>		<b>\$4,820.00</b>

**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 payment related to the Community Development Block Grant Revolving Loan Closeout; and

WHEREAS, the payment process which meets DCEO and HUD requirements is as follows:

- invoice for services submitted for County Board consideration
- upon approval, DCEO will be advised by the Grant Consultant
- DCEO will release funds to Tazewell County and
- Tazewell County will pay the vendor

WHEREAS, this request for payment is for the activity delivery services for the CDBG RLF Closeout – Sidewalks - which is Grant #18-248592


THEREFORE BE IT RESOLVED that the County Board approve this recommendation for payment to the Greater Peoria Economic Development Council for services rendered per contractual agreement for 10-01-20 through 03-05-21 from budget line 381-600-5252-8602 for invoice number CDBG#1-S in the amount of \$6,000.00.

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

PASSED THIS 31<sup>st</sup> DAY OF MARCH, 2021.

ATTEST:

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

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





# Invoice

401 NE Jefferson Ave.  
 Peoria IL 61603  
 Tel. (309) 495-5910

Date	Invoice #
3/5/2021	CDBG #1-S

Bill To
Tazewell County David Zimmerman 11 S. Fourth St., Suite 432 Pekin, IL 61554

Due Date
3/26/2021

Description	Amount
Invoice for services rendered to activity delivery services CDBG RLF Closeout - Sidewalks, Grant # 18-248592, per contractual agreement, effective September 30, 2020  Date(s) 10/01/2020 - 03/05/2021	6,000.00
<b>Total</b>	<b>\$6,000.00</b>

# DETAIL SUMMARY

Greater Peoria Economic Development Council



March 5, 2021

Tazewell County  
11 S. Fourth St.  
Pekin, IL 61554

Invoice for services rendered to activity delivery services CDBG RLF Closeout - Sidewalks, Grant# 18-248592, per contractual agreement, dated September 30, 2020.

Total Contract Value:	\$30,000
Invoice to date:	\$6,000 (20% of total fee)
Due from previous invoices:	\$0
Amount invoiced to date:	\$0
Balance:	\$24,000

Project Activity	Date(s)	Amount
<ol style="list-style-type: none"> <li>1. Review, explanation of NOSAF to grantee, coordinated execution of required conflict and mandatory certifications;</li> <li>2. Preparation of and coordination of execution of GATA budget, submittal to DCEO;</li> <li>3. Prepared and executed Categorical Excluded Not Subject To (CENST) environmental certification,</li> <li>4. Coordination, assist in completion of the Programmatic Risk Assessment Questionnaire (PRAQ), submittal of same to DCEO;</li> <li>5. Research for and explanation of options per the CFR, discussion and coordination of procurement of architectural services – the entire process from beginning through execution of contract; confirmation of process with grantor agency;</li> <li>6. Preparation and submittal of Notices of Contract Award (NOCA) for both activity delivery and architectural services contracting, including SAM documentation</li> <li>7. All research, early warnings/state agency reviews, documentation, preparation, printing of 186-page full environmental assessment and submittal of same to DCEO resulting special condition clearance;</li> <li>8. Above resulted in satisfying all special grant conditions thereby allowing for grant agreement to be created;</li> <li>9. Review, preparation of grant agreement and program budget for execution and transmittal to grantor agency.</li> <li>10. Advised grantee on requirements for grant accounting, handling of funds, implementation process, fair housing documentation and related matters, etc.</li> <li>11. Modified the database and provided outreach information for all localities to engineer.</li> </ol>	10/1/20 to 3/5/21	\$6,000.00
<b>Amount Due</b>		<b>\$6,000.00</b>

**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Bill Carlin of 704 Briargate Road, Washington, IL 61571, to the Northern Tazewell Public Water District for a term commencing March 01, 2021 and expiring April 30, 2026.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Bill Carlin to the Northern Tazewell Public Water District and we recommend said appointment be approved.

*[Handwritten signatures in blue ink]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Monica Cornett

*mind Og*  
*Carroll Long*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Bill Carlin to the Northern Tazewell Public Water District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Hall & Triggs, LLC, 416 Main Street, Suite 1125, Peoria, IL 61602.

PASSED THIS 31<sup>st</sup> DAY OF MARCH, 2021.

ATTEST:

*[Signature]*  
\_\_\_\_\_  
Tazewell County Clerk

*Michael J. Hart*  
\_\_\_\_\_  
Tazewell County Board Chairman  
*VICE*



**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Robert Lehmkuhl of 113 Morton Avenue, Creve Coeur, IL 61610 to the Greater Creve Coeur Sanitary District for a term commencing May 01, 2021 and expiring April 30, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Robert Lehmkuhl to the Greater Creve Coeur Sanitary District and we recommend said reappointment be approved.

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
Monica Connitt

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

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Robert Lehmkuhl to the Greater Creve Coeur Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Larry G. Paluska, Attorney at Law, of 217 Springfield Road, East Peoria, IL 61611. of this action.

PASSED THIS 31st DAY OF MARCH, 2021.

ATTEST:

\_\_\_\_\_  
*[Signature]*  
Tazewell County Clerk

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

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Debra J. Garman of 12313 Wagonseller Road, Pekin, IL 61554 to the Powerton Fire Protection District for a term commencing May 02, 2021 and expiring May 06, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Debra Garman to the Powerton Fire Protection District and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

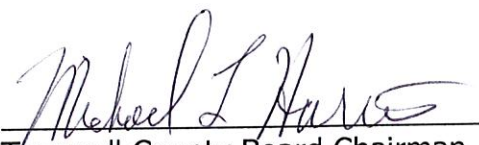
The Tazewell County Board hereby approves the reappointment of Debra Garman to the Powerton Fire Protection District.

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

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman  
VICE


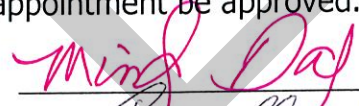

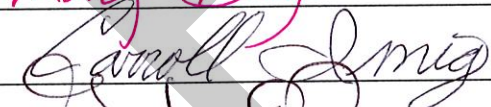



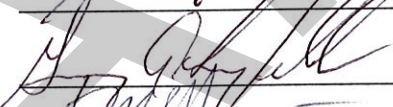
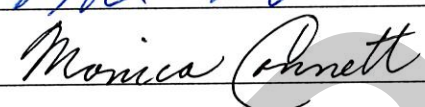

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint David Sangalli of 1305 California Road, Pekin, IL 61554 to the Brush Hill Fire Protection District for a term commencing May 02, 2021 and expiring May 06, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of David Sangalli to the Brush Hill Fire Protection District and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of David Sangalli to the Brush Hill Fire Protection District.

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

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman  
VICE




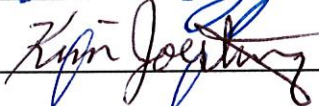
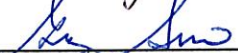
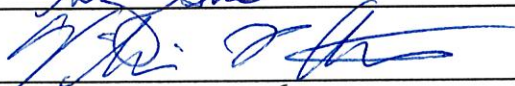

**REAPPOINTMENT**



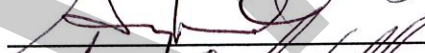

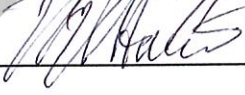
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint John Spinder of 978 E. Jefferson, Morton, IL 61550 to the East Peoria Sanitary District for a term commencing May 02, 2021 and expiring April 30, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of John Spinder to the East Peoria Sanitary District and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of John Spinder to the East Peoria Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Dick Williams, 139 E. Washington Street, East Peoria, IL 61611.

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman  
VICE


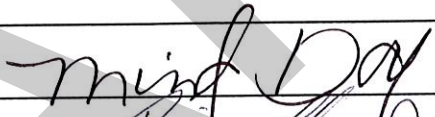


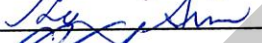
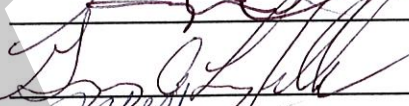

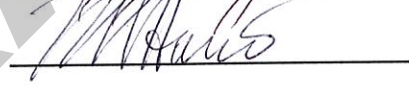

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jason Chapman of 105 Margaret Street,, East Peoria, IL 61611, to the Northern Tazewell Public Water District for a term commencing May 01, 2021 and expiring April 30, 2026.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Jason Chapman to the Northern Tazewell Public Water District and we recommend said reappointment be approved.

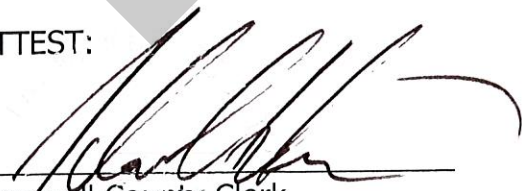
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Jason Chapman to the Northern Tazewell Public Water District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Miller, Hall & Triggs, LLC, 416 Main Street, Suite 1125, Peoria, IL 61602.

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman  
vice



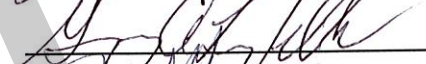

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Joel Hersemann, of 207 W. Holly Drive, Washington, IL 61571, to the Northern Tazewell Public Water District for a term commencing May 01, 2021 and expiring April 30, 2026.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Joel Hersemann to the Northern Tazewell Public Water District and we recommend said reappointment be approved.


**RESOLUTION OF APPROVAL**

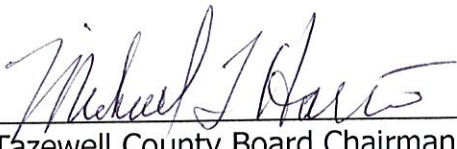
The Tazewell County Board hereby approves the reappointment of Joel Hersemann to the Northern Tazewell Public Water District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Miller, Hall & Triggs, LLC, 416 Main Street, Suite 1125, Peoria, IL 61602.

PASSED THIS 31<sup>st</sup> DAY OF MARCH, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman  
Vice



**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Scott Haney of 106 Avalon Court, Washington, IL 61571, to the Northern Tazewell Public Water District for a term commencing May 01, 2021 and expiring April 30, 2026.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Scott Haney to the Northern Tazewell Public Water District and we recommend said reappointment be approved.


**RESOLUTION OF APPROVAL**

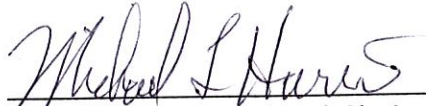
The Tazewell County Board hereby approves the reappointment of Scott Haney to the Northern Tazewell Public Water District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Miller, Hall & Triggs, LLC, 416 Main Street, Suite 1125, Peoria, IL 61602.

PASSED THIS 31st DAY OF MARCH, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman  
VICE



**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Bruce Lindenfelser of 32986 Armington Road, Armington, IL 61721 to the Armington Community Fire Protection District for a term commencing May 08, 2021 and expiring on May 05, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Bruce Lindenfelser to the Armington Community Fire Protection District and we recommend said reappointment be approved.

\_\_\_\_\_ *David Zimmerman*

\_\_\_\_\_ *Kim [unclear]*

\_\_\_\_\_ *Phil [unclear]*

\_\_\_\_\_ *Monica Corbett*

\_\_\_\_\_ *Mindy [unclear]*

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

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

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

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Bruce Lindenfelser to the Armington Community Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify will notify Attorney W. Thad Kuhfuss of this action.

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

\_\_\_\_\_ *[Signature]*  
Tazewell County Clerk

\_\_\_\_\_ *Michael L Harris*  
Tazewell County Board Chairman  
VICE

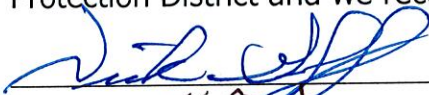



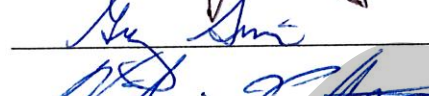
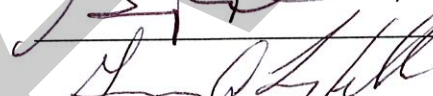
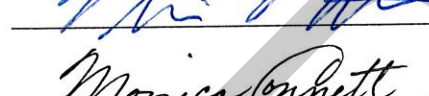
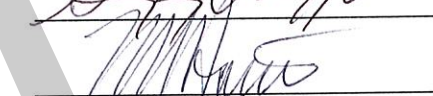
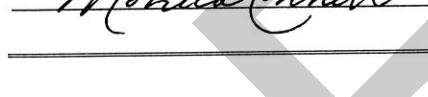
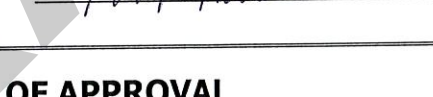
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Mark Schleder of 16930 Christmas Tree Road, Green Valley, IL 61534 to the Green Valley Fire Protection District for a term commencing May 01, 2021 and expiring May 05, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Mark Schleder to the Green Valley Fire Protection District and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**


The Tazewell County Board hereby approves the reappointment of Mark Schleder to the Green Valley Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney W. Thad Kuhfuss of this action.

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman  
VICE

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint James Campbell of 2234 E. Linnhill Lane, Washington, IL 61571 to the Northern Tazewell Fire Protection District for a term commencing May 01, 2021 and expiring April 30, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of James Campbell to the Northern Tazewell Fire Protection District and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of James Campbell to the Northern Tazewell Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Arthur Kingery of this action.

PASSED THIS 31<sup>ST</sup> DAY OF MARCH, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman  
VICE