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GOVERNMENTAL REVIEW

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

Proposed Amendment No. 61  
(Zoning Board Case No. 21-47-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 September 8, 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.**

Add the following language:

**§157.050 SWIMMING POOLS (C)2M:**


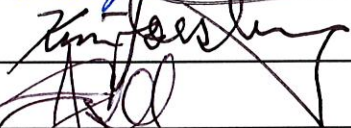



- (m) For properties not within a platted subdivision and that are located more than six hundred feet (600) feet, measured from the closest corner of an in-ground swimming pool to an existing dwelling, (other than the Owners), a powered safety cover in compliance with ASTM F 1346-91 may be used in lieu of the fence.

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

**COMMITTEE REPORT  
LU-21-12**

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.

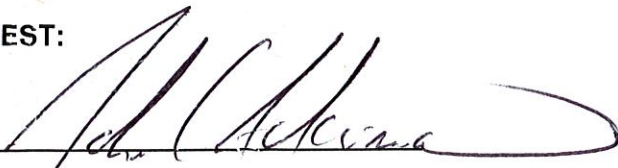
**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this resolution;

**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 29 TH day of SEPTEMBER, 2021.

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

**ATTEST:**

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

PASSED AND ADOPTED this 29TH day of SEPTEMBER, 2021.

Ayes 18

Nays 0

Absent 3

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

ATTEST:

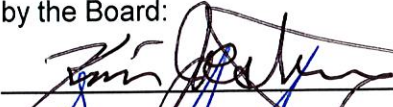

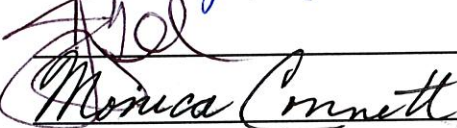
  
\_\_\_\_\_  
County Clerk  
Tazewell County, Illinois

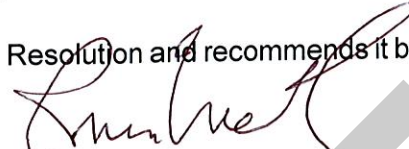
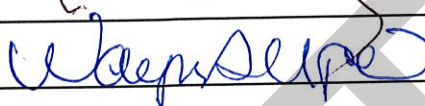

DRAFT

COMMITTEE REPORT  
LU-21-13

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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RESOLUTION

**WHEREAS**, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 21-48-Z to amend the Official Zoning Maps of 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 Rezoning 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 Kristal Bachman, the Tazewell County Community Development Administrator of this action.

Adopted this 29TH day of SEPTEMBER, 2021.

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

ATTEST:

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

**AN ORDINANCE AMENDING TITLE XV,  
CHAPTER 157, ZONING - CODE OF TAZEWELL COUNTY  
ON PETITION OF ALLEGIANCE X2, INC.**

(Zoning Board Case No. 21-48-Z)

**WHEREAS**, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Allegiance X2, Inc. for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to a R-R Rural Residential Zoning District; and

**WHEREAS**, a public hearing on said application designated as Zoning Board Case No. 21-48-Z as held by the Tazewell County Zoning Board of Appeals on September 8, 2021, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

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

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

(POSITIVE) The subject parcels are identified as "Rural Residential" on the Tazewell County Future Land Use Map. The proposed rezoning is compatible with the future land use of the surrounding area and the county, and therefore it should not be a detriment to Tazewell County's orderly development.

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

(POSITIVE) The surrounding area contains many large-lot, residential dwellings consistent with the Rural Residential district. The proposed rezoning would facilitate the establishment of similar uses. The property is accessed by Farmdale Road, a two-lane road with relatively moderate traffic. Care should be taken to provide clear, safe access to minimize traffic safety hazards. Should such measures be taken, the proposed amendment should not be detrimental to or endanger the public health, safety, morals, or general welfare of Tazewell County.

3. *The request is consistent with existing uses of property within the general area of the property in question.*

(POSITIVE) The general area of the subject property contains uses consistent with the Rural-Residential zoning district, including large-lot residential dwellings and row-crop agriculture. The proposed rezoning is consistent with those types of uses. Therefore, the request is consistent with nearby uses of property.

4. *The request is consistent with the zoning classifications of property within the general area of the property in question.*

(POSITIVE) The Rural-Residential (R-R) district is intended to encourage residential lots which are large enough to support appropriate well and septic systems and to maintain the character of rural areas. Property to the immediate south and west is zoned R-R, along with additional property to the west and southeast. Therefore, the request is consistent with the zoning classifications of property nearby.

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

(POSITIVE) The subject property's existing zoning classification, A-1 Agriculture Preservation District, is established to benefit and protect agricultural uses. While most of the property is currently farm ground, it is separated from other farm ground by physical barriers and is not suitable for large-scale farm operations. Therefore, the property in question is not suitable for the uses permitted under the existing zoning classification.

6. *The suitability of the property in question for the uses permitted under the proposed zoning classification.*

(POSITIVE) The subject property is currently used for single-family residence and agriculture. The size and location of the property make it suitable for an additional rural residence or multiple rural residences. Therefore, this standard is judged to be positive.

7. *The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.*



(POSITIVE) Since the subject property was zoned A-1 Agricultural Preservation, the trend of development in the general area surrounding the property is single-family residence. Therefore, the trend of development in the surrounding area is supportive of rezoning.

8. *The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.*

(POSITIVE) While the subject property is not vacant as zoned, the property's current zoning does not permit it to be used similarly to other property in the surrounding area. Because of this limitation, this standard is judged to be positive.

9. *The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.*

(POSITIVE) The subject property is within one and one-half (1.5) miles of the Village of Morton and the City of East Peoria, and the property is nearly within 1.5 miles of the City of Washington. Due to agreements between those three municipal governments, most of the subject property will be included in the City of Washington planning boundary if the City expands to the southwest. Nearby property is identified as "Rural Residential" on the City of Washington Future Land Use Map. Therefore, this standard is judged to be positive.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

(POSITIVE) Approval of the proposed rezoning would allow for the establishment of residential properties similar to those in the area at the expense of less than 18 acres of farm ground. Should the rezoning be denied, pressure for residential development may move farther away from developed areas. Therefore, this standard is judged to be positive.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

(POSITIVE) The proposed zoning map amendment is consistent with the following goals, objectives, and policies of the Tazewell County Comprehensive Plan:

- Minimize conflict between land uses.
- Locate new residential development in rural areas close to roadways to preserve

contiguous tracts of farmland.

- o Avoid land development that occurs in isolated areas away from existing developed areas.

which findings of fact are hereby adopted by the County Board as the reason for approving the Rezoning request.

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

**SECTION I.** The petition of Allegiance X2, Inc. for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to a R-R Rural Residential Zoning District for the following described property:

Sole Owner of Allegiance X2, Inc.: Todd Hellrigel, President, 211 Worner St., Green Valley, IL 61734

P.I.N. 02-02-32-300-014; an approximate 18.03 acre parcel located in part of the SW ¼ of the SW ¼ of Sec 32;

and

P.I.N. 02-02-31-400-005; an approximate 2 acre parcel located in part of the SE ¼ of the SE ¼ of Sec 31;

all situated in T26N, R3W of the 3<sup>rd</sup> P.M., Washington Twp., Tazewell Co., IL;

currently located at 24085 Farmdale Rd., Washington, IL.

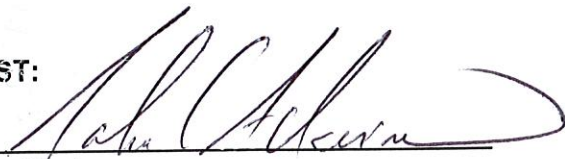
is hereby granted.

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

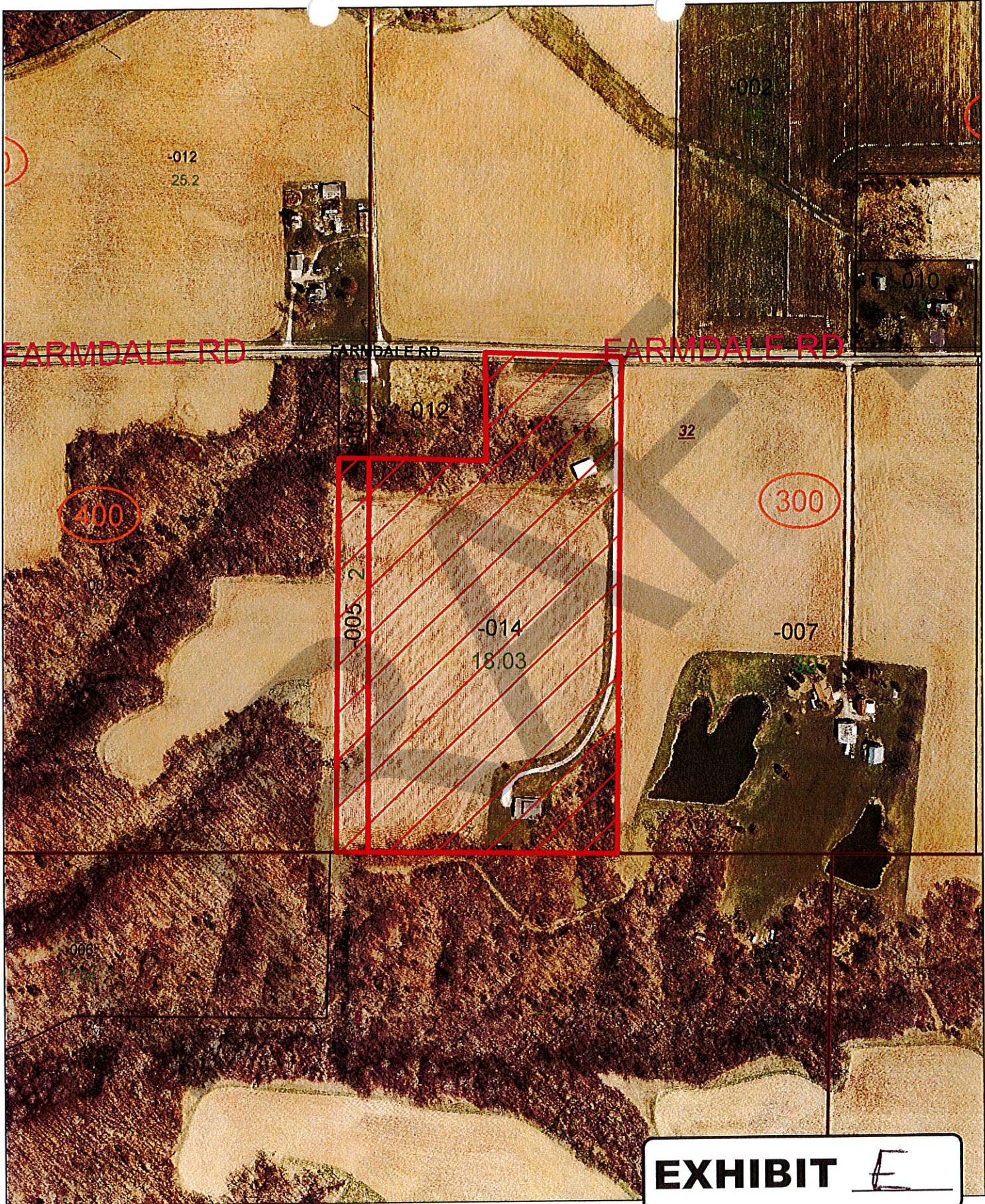
**PASSED AND ADOPTED** this 29TH day of SEPTEMBER, 2021.

Ayes 18 Nays 0 Absent 3

**ATTEST:**

  
\_\_\_\_\_  
County Clerk  
Tazewell County, Illinois

  
\_\_\_\_\_  
Chairman, County Board  
Tazewell County, Illinois



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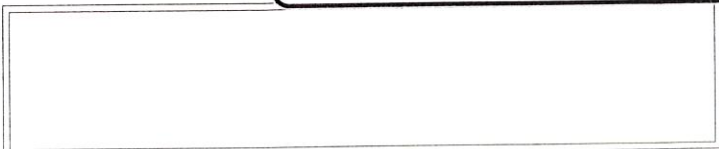
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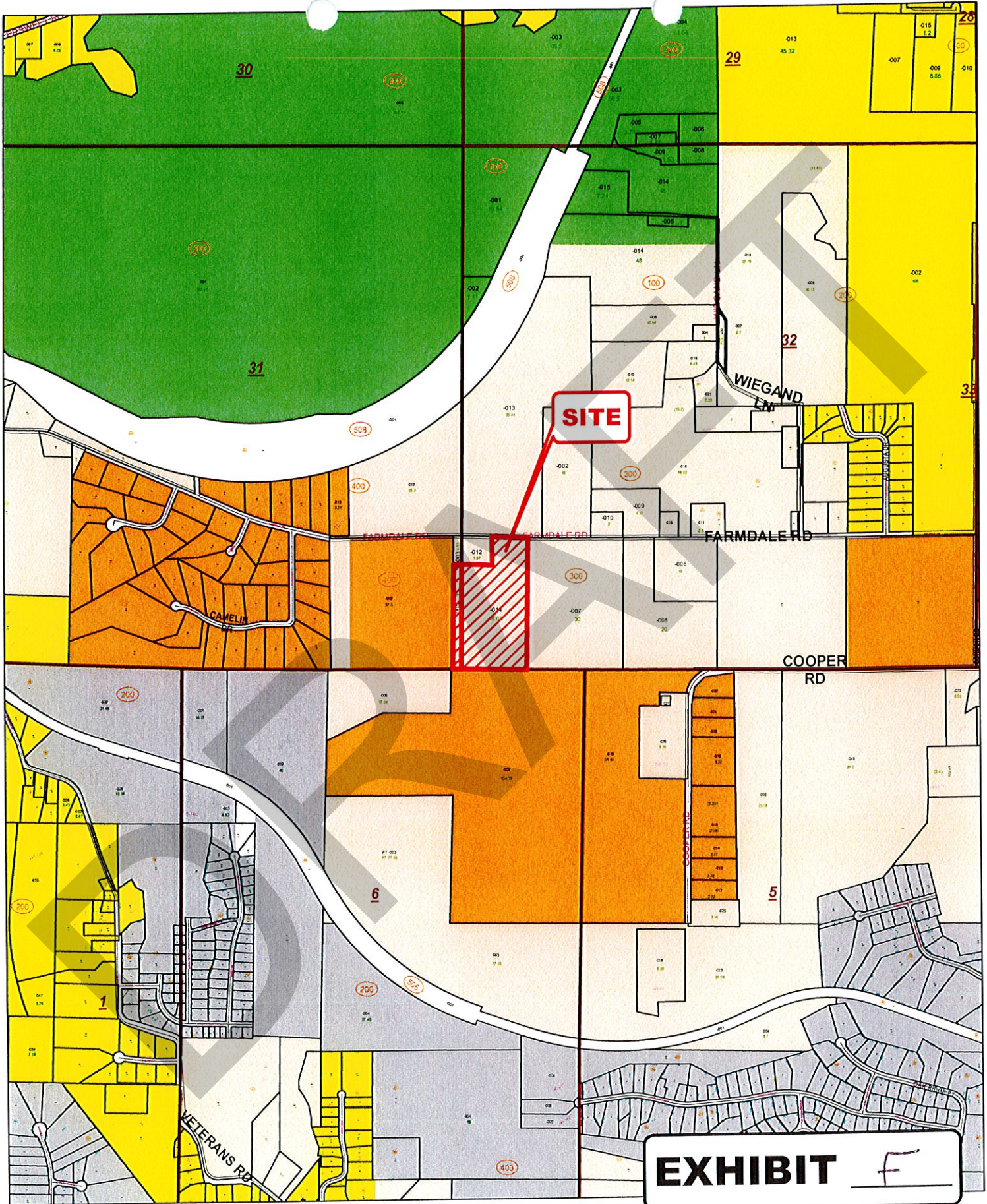
**EXHIBIT**

E



0 95 190 380 570 760 Feet

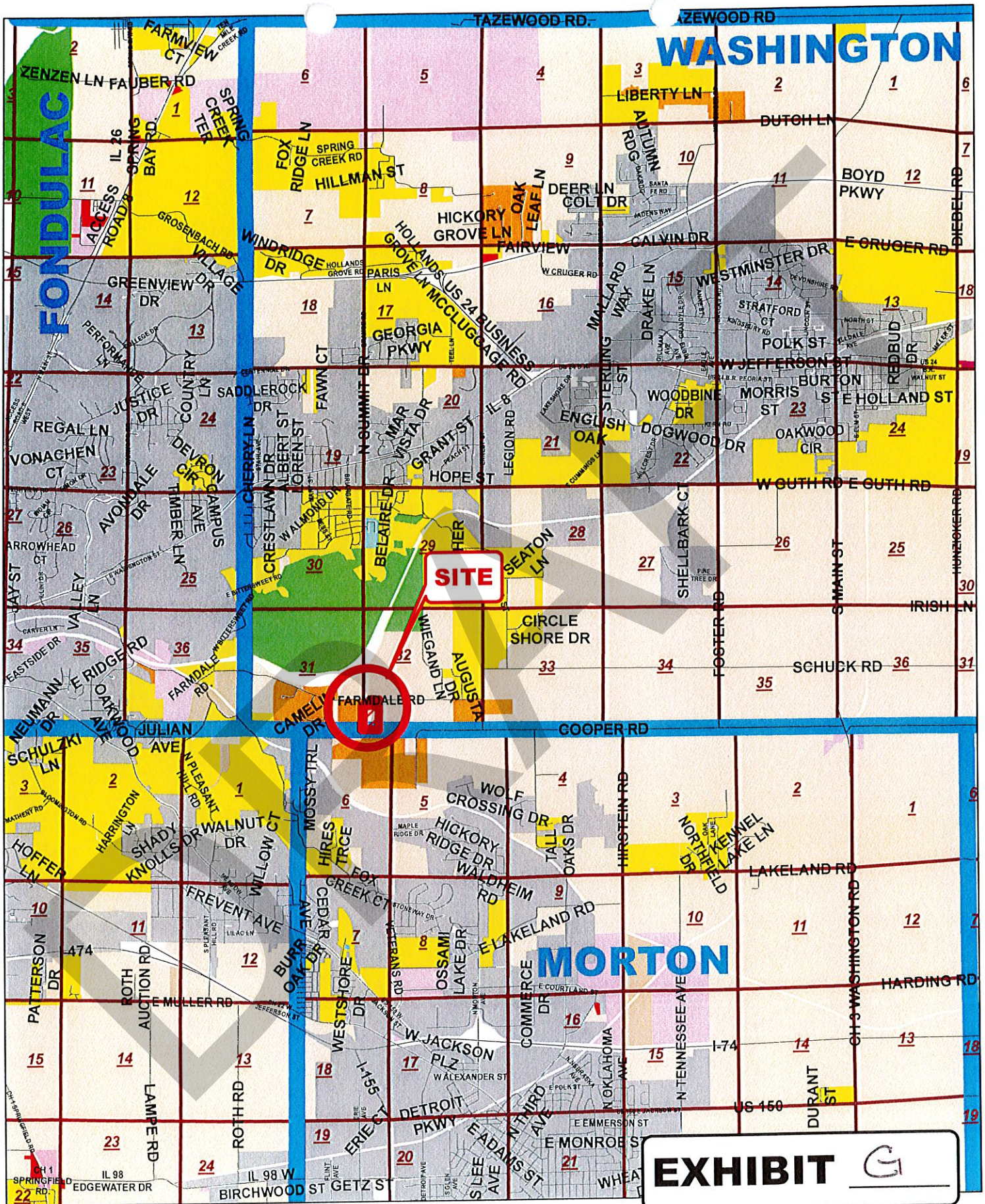




0 355 710 1,420 2,130 2,840 Feet

**Zoning District**

- A-1
- C-1
- CITY
- I-1
- R-1
- R-R
- AG Area
- A-2
- C-2
- CONS
- I-2
- R-2



# EXHIBIT G

Zoning District		A-1	C-1	CITY	I-1	R-1	R-R
	AG Area						
	A-2						

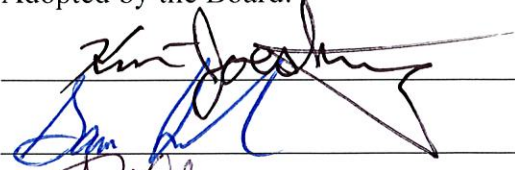

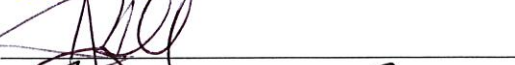




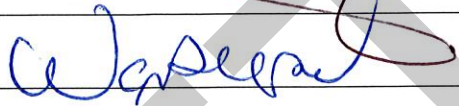

0 1,550,3,100 6,200 9,300 12,400 Feet

**LU-21-07**  
**COMMITTEE REPORT**

Mr. 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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**RESOLUTION**

**WHEREAS**, the County's Land Use Committee recommends to the County Board to approve a Contractual Agreement for Plumbing Inspections with Tim Tucker an independent contractor to perform residential plumbing inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

**WHEREAS**, said services are needed as part of the Building Code Program for compliance with the State of Illinois Plumbing Code Part 890 Administrative Code which requires that all plumbing inspections be conducted by a licensed plumbing contractor.

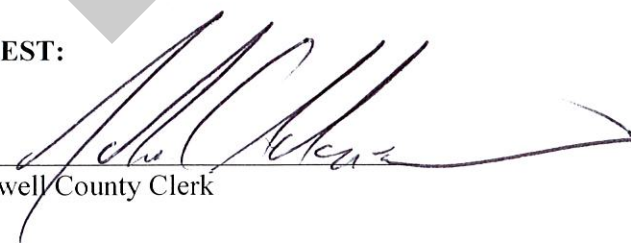
**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this recommendation subject to approval of the Community Development's Budget for contractual expenditures.

**BE IT FURTHER RESOLVED**, that the County Clerk notifies Kristal Bachman, Community Development Administrator, Tim Tucker and the Auditor of this action.

Adopted this 29TH day of SEPTEMBER, 2021.

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

**ATTEST:**

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

## CONTRACTUAL AGREEMENT FOR PLUMBING INSPECTIONS

This agreement entered this 29th day September, 2021, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND TIM TUCKER, an independent contractor to perform the services of PLUMBING INSPECTOR, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Building Code Program Tazewell County has adopted the State of Illinois Plumbing Code Part 890 Administrative Code which requires that all plumbing inspections be conducted by a licensed plumbing contractor;

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. **Scope of Work**

- a. The County and Contractor hereby agree that Contractor will serve as a PLUMBING INSPECTOR, to perform plumbing inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as required by the State of Illinois to conduct such plumbing inspections during the course of this agreement.
- b. Contractor will conduct plumbing inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. Contractor understands that the Tazewell County Community Development will, whenever possible, provide twenty-four (24) hours notice of when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed in less than twenty-four (24) hours.
- b. The Community Development Administrator shall be responsible for collecting all fees related to all Plumbing Permits.
- c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.

- d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.
- e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.
- f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contractor will be compensated by the County, under this agreement as follows:

- a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of \$75.00 per inspection with mileage to be included in the rate.
- b. Services shall be billed to the County on a monthly basis

3. **Hold Harmless.**

In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, chooses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

4. **Terms of Agreement.**

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
- b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall

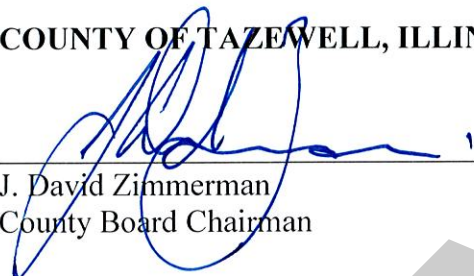


remain in full force and effect. To that extent, this Agreement is deemed severable.

- c. This agreement shall be in full force and effective from December 1, 2021 through November 30, 2022. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date as first written above.

**COUNTY OF TAZEWELL, ILLINOIS**

  
\_\_\_\_\_  
J. David Zimmerman  
County Board Chairman

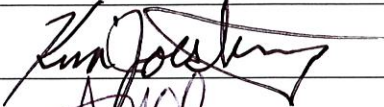
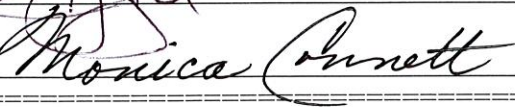

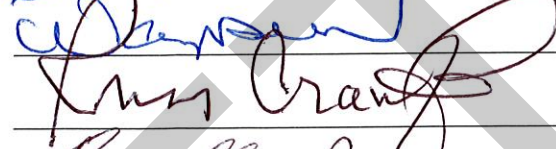

**CONTRACTOR**

\_\_\_\_\_  
Tim Tucker  
Independent Contractor

**LU-21-08**  
**COMMITTEE REPORT**

Mr. 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:

 _____  _____ Monica Cornett	  _____  _____ Carroll Innes
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**RESOLUTION**

**WHEREAS**, the County's Land Use Committee recommends to the County Board to approve the renewal of a Contractual Agreement for Electrical Inspections with Dick Young an independent contractor to perform commercial electrical inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

**WHEREAS**, Contractor will also perform residential electrical inspections, on an as needed basis at the request of the Community Development Administrator; and

**WHEREAS**, said services are needed as part of the Tazewell County Building and Property Maintenance Code Program; and

**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this recommendation subject to approval of the Community Development's Budget for contractual expenditures.

**BE IT FURTHER RESOLVED**, that the County Clerk notifies Kristal Bachman, Community Development Administrator, Dick Young and the County Auditor of this action.

Adopted this 29TH day of SEPTEMBER, 2021.

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

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

## **CONTRACTUAL AGREEMENT FOR ELECTRICAL INSPECTIONS**

This agreement entered this 29th day of September 2021, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND DICK YOUNG, an independent contractor to perform the services of ELECTRICAL INSPECTOR, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County has adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Tazewell County Building and Property Maintenance Code Program Tazewell County has adopted the NFPA 70: National Electrical Code 2017;

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. **Scope of Work**

- a. The County and Contractor hereby agree that Contractor will serve as an ELECTRICAL INSPECTOR, to perform electrical inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as required during the course of this agreement.
- b. Contractor will conduct electrical inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. Contractor understands that the Tazewell County Community Development will, whenever possible, provide twenty-four (24) hours notice of when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed in less than twenty-four (24) hours.
- b. The Community Development Administrator shall be responsible for collecting all fees related to all Electrical Permits.
- c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.
- d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor.

Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

- e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.
- f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contractor will be compensated by the County, under this agreement as follows:

- a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of \$50.00 per inspection with mileage to be included in the rate.
- b. Services shall be billed to the County on a monthly basis

3. **Hold Harmless.**

In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, chooses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

4. **Terms of Agreement.**

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
- b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

- c. This agreement shall be in full force and effective from December 1, 2021 through November 30, 2022. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

**COUNTY OF TAZEWELL, ILLINOIS**

  
\_\_\_\_\_  
J. David Zimmerman  
County Board Chairman

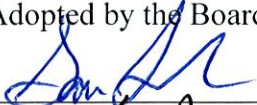
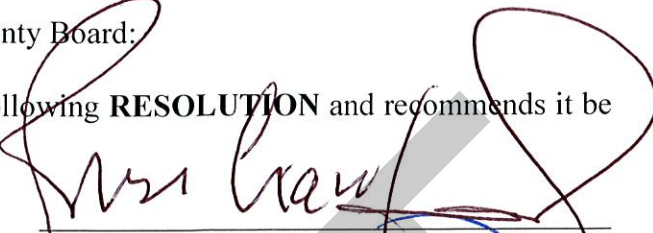
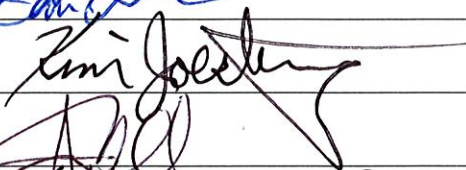
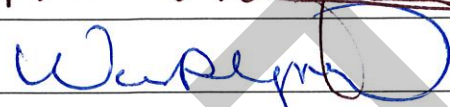
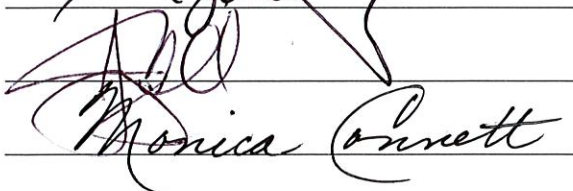
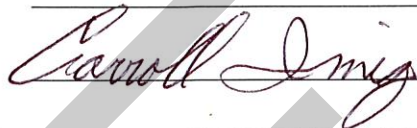
**CONTRACTOR**

\_\_\_\_\_  
Dick Young  
Independent Contractor

**LU-21-09**  
**COMMITTEE REPORT**

Mr. 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:

 _____	 _____
 _____	 _____
 _____	 _____

=====

**RESOLUTION**

**WHEREAS**, the County's Land Use Committee recommends to the County Board to approve the renewal of a Contractual Agreement for Commercial Plan Review and Inspections with Tony Griffin d/b/a Safety First an independent contractor to perform Commercial Plan Review, Life Safety and Inspections in addition to advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

**WHEREAS**, Contractor will also from time to time provide Residential Inspections and Plan Review on an as needed basis; and


**WHEREAS**, said services are needed as part of the Building Code Program.

**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this recommendation subject to approval of the Community Development's Budget for contractual expenditures.

**BE IT FURTHER RESOLVED**, that the County Clerk notifies Kristal Bachman, Community Development Administrator, the County Auditor and Tony Griffin d/b/a Safety First of this action.

Adopted this 29TH day of SEPTEMBER, 2021.

**ATTEST:**

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

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

**CONTRACTUAL AGREEMENT  
FOR COMMERCIAL PLAN REVIEW AND LIFE SAFETY INSPECTIONS**

This agreement entered this 29th day of September, 2021, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND TONY GRIFFIN d/b/a SAFETY FIRST, an independent contractor to perform the services of COMMERCIAL PLAN REVIEW AND INSPECTIONS, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County has adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Building Code Program Tazewell County has adopted the 2018 International Building Code, 2018 International Existing Building Code, 2018 International Fire Code, NFPA 101 Life Safety Code, NFPA 70 National Electric Code 2017 Edition and the Illinois Energy Conservation Code (most current addition);

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. **Scope of Work**

- a. The County and Contractor hereby agree that Contractor will serve as COMMERCIAL PLANS REVIEWER AND INSPECTOR, to perform Life Safety and Building Review on all Commercial buildings as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as needed or required by the State of Illinois to conduct such Life Safety and Building Review and Inspections during the course of this agreement. The Community Development Administrator shall give Contractor seventy-two (72) hours for review of such projects. Contractor understands that there may be time when a request will be made for services to be completed in less than seventy-two (72) hours.
- b. Contractor will conduct Commercial Plan Review and Inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. Contractor understands that the Tazewell County Community Development will, whenever possible, provide twenty-four (24) hours notice of when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed in less than twenty-four (24) hours.

- c. Contractor will also from time to time provide Residential Inspections and Plan Review on an as needed basis.
- d. The Community Development Administrator shall be responsible for collecting all fees related to Commercial Permits.
- e. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.
- f. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.
- g. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.
- h. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contactor will be compensated by the County, under this agreement as follows:

- a. \$250.00 for an Initial Life Safety and Building Review for structures up 69,999 square feet and \$350.00 for structures at 70,000 or more square feet. Each fee would also include a 2<sup>nd</sup> review if the initial review fails and also includes the final inspection for Certificate of Occupancy.
- b. Each Fire Alarm and Fire Sprinkler Review up to 69,999 square feet would be \$250.00 to include a Final Inspection. Each Fire Alarm and Fire Sprinkler Review 70,000 square feet or more would be \$350.00 to include a Final Inspection.
- b. Footing, foundation, framing and energy inspections will be charged at \$50.00 per hour with mileage to be included in the rate.
- b. Services shall be billed to the County on a monthly basis.

3. **Hold Harmless.**

In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees,



expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, chooses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

4. **Terms of Agreement.**

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
- b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.
- c. This agreement shall be in full force and effective from December 1, 2021 through November 30, 2022. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

**COUNTY OF TAZEWELL, ILLINOIS**

  
\_\_\_\_\_  
J. David Zimmerman  
County Board Chairman

**CONTRACTOR**

\_\_\_\_\_  
Tony Griffin d/b/a Safety First  
Independent Contractor

**LU-21-10**  
**COMMITTEE REPORT**

Mr. 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:

\_\_\_\_\_  
*Tom Fowler*                      *Sam A. Warner*  
\_\_\_\_\_  
*Monica Cornett*                *Carol King*  
\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, the County's Land Use Committee has reviewed the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for the Tazewell County Community Development Department; and

**WHEREAS**, the attached proposal is for one year at the following cost of:

One Year (2022)                      \$9,045.00

**WHEREAS**, the Land Use Committee recommends approval of the proposal submitted by Tri-County Regional Planning Commission for Zoning and Planning Services with the following conditions:

1. This proposal may be terminated at any time by either party, with or without cause, upon thirty (30) days written notice to the other party.
2. This proposal is subject to approval of the Community Development Departments Fiscal Year 2021-2022 Operating Budget by the Tazewell County Board.

**NOW THEREFORE BE IT RESOLVED**, that the County Board hereby approves the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for Tazewell County Community Development Department December 1, 2021 through November 30, 2022.

**BE IT FURTHER RESOLVED**, that the County Clerk notify the Tazewell County Auditor, Tri-County Regional Planning Commission and the Community Development Administrator of this action.

PASSED THIS 29TH day of SEPTEMBER 2021.

ATTEST:

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

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

**PROPOSAL BY TRI-COUNTY REGIONAL PLANNING COMMISSION  
TO PROVIDE FY 2022 PLANNING AND ZONING SERVICES  
TO TAZEWELL COUNTY, ILLINOIS**

**SECTION I. Services**

Tri-County Regional Planning Commission (TCRPC) will provide the following services to Tazewell County, Illinois:

- **Task 1: Zoning**  
TCRPC will review all Rezoning and Special Use cases that are presented to the Tazewell County Zoning Board of Appeals (ZBA). TCRPC will provide a written report based on the County Comprehensive Plan and the County Zoning Ordinance. Said report will be delivered to the Community Development Administrator at least three days prior to the monthly ZBA hearing date.
- **Task 2: Subdivision Plat Reviews**  
TCRPC will review all Preliminary and Final Plats submitted to the County Plat Officer and make written recommendations based on the County Comprehensive Plan and Subdivision Code.
- **Task 3: Zoning Code and Subdivision Code Updates**  
TCRPC will provide recommendations regarding revisions to the Zoning Code and Subdivision Code. This task will be undertaken on an as-needed basis at the request of the Community Development Administrator.
- **Task 4: Meeting Attendance**  
A staff member of TCRPC will attend meetings of the Zoning Board of Appeals, Plat Review Committee, and County Land Use Committee to provide information and answer questions.

**SECTION II. Contract Amount**

TCRPC will provide the above services for \$9,045 for the period December 1, 2021, through November 30, 2022.




**SECTION III. Additional Tasks**

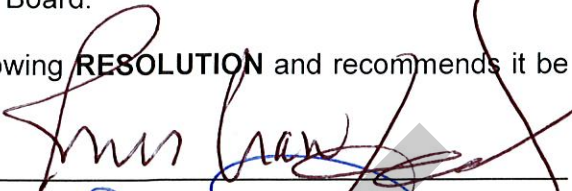
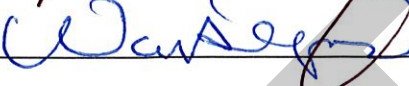

TCRPC will provide additional services not listed above at the rate of \$75 per hour, at the direction of the County Community Development Administrator.

**LU-21-11**  
**COMMITTEE REPORT**

Mr. 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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\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, the Tazewell County Land Use Committee has reviewed the attached agreement with Municipal Addressing Services Company to re-enter into a one year agreement beginning December 1, 2021, through November 30, 2022, for addressing services for the unincorporated areas of Tazewell County for a financial commitment as follows:

- |                                   |          |
|-----------------------------------|----------|
| a) on or before March 1, 2022     | \$700.00 |
| b) on or before June 1, 2022      | \$700.00 |
| c) on or before September 1, 2022 | \$700.00 |
| d) on or before December 1, 2022  | \$700.00 |

**WHEREAS**, the Land Use Committee further approves the proposal with the following conditions:

1. Said contract shall be funded through the general revenue fund with said fund being replenished by fees collected through addressing applications accepted by the Community Development Administrator;
2. Said contract shall be subject to approval of the Community Development's Fiscal Year 2021-2022 Operating Budget by the Tazewell County Board;

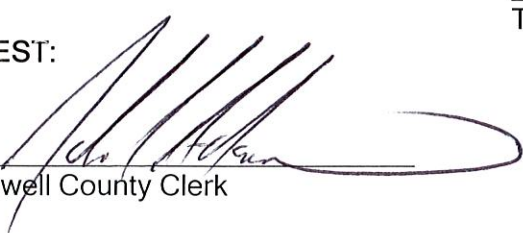
**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this resolution and Contract.

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the County Clerk shall notify Steve Hullcranz of Municipal Addressing Services, the Tazewell County Auditor and the Community Development Administrator of this action.

Adopted this 29TH day of SEPTEMBER, 2021

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

ATTEST:

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

## ADDRESS NUMBER(S) ASSIGNMENT SERVICES AGREEMENT

THIS AGREEMENT entered into this 29<sup>TH</sup> day of SEPTEMBER, 2021, in the City of Pekin, Illinois, by and between the **COUNTY OF TAZEWELL, ILLINOIS**, hereinafter referred to as "County," and **MUNICIPAL ADDRESSING SERVICES COMPANY** hereinafter referred to as "Contractor":

### RECITALS

- (a) The parties did on the 29th day of September, 2021 enter into an Address Number(s) Assignment Services Agreement for a term of twelve (12) months from the date of said Agreement.
- (b) The County wishes to continue to provide for efficient and orderly addressing in unincorporated areas of Tazewell County.
- (c) The parties desire to enter into a one-year agreement for addressing services.
- (d) Contractor reasonably estimated that approximately 50+ single addresses will be assigned during the period beginning December 1, 2021, and ending November 30, 2022.
- (e) Contractor employs Stephen Hullcraz and provides such addressing services.
- (f) That a Resolution was passed by the County Board Authorizing the execution of an Address Number(s) Assignment Service Agreement.

**NOW THEREFORE**, the parties agree as follows:

(1) **Purpose.** County engages the Contractor to furnish the services herein set forth, under the conditions and for the compensation herein stipulated, and Contractor accepts said engagement upon said terms. Contractor understands and agrees that the purpose of this Agreement is to assign addresses in unincorporated areas of Tazewell County as requested by the County.

More specifically, it is the understanding of the parties that:

- (a) The addressing assignments will be initiated by the County;
- (b) The addresses will be established by the Contractor and assigned using the Tazewell County highway grid system, the addressing system existing in the vicinity of the new property, or a reasonable addressing system developed by the Contractor, where appropriate;
- (c) The Community Development Officer, or some other officer designated by the County Board, shall accept addresses established by Contractor. Contractor assumes all responsibility for and hereby agrees to indemnify and hold harmless Tazewell County, its officers, agents, employees, and attorneys against Contractor's damages, liabilities, actions, suits, fines, proceedings, costs or any other expenses of any nature whatsoever that Tazewell County may incur or sustain or for which it may become liable (including, but not limited to, personal

and bodily injury to, or death of, persons or damage to property) resulting from, arising out of or in any way relating to services provided by Contractor. The obligation to indemnify and hold harmless Tazewell County will survive the termination or expiration of this Agreement.

- (d) The County shall have in place, and made a good faith effort to enforce, a requirement that all property owners display the correct address number at each residence or business location. It is expressly understood that it is not the responsibility of Contractor to see that addresses are posted.

**(2) Scope of Work.** The County will take and receive applications for addresses, and will provide Contractor with said applications. Contractor shall act as an independent contractor in providing the addressing services. The County shall be responsible for collecting any fees or charges for addressing services.

Contractor shall have seventeen (17) days within which to assign addresses after Contractor's receipt of a request from the County. Contractor shall not be liable for delays in utilities establishing service to property owners nor shall Contractor be liable for delays in starting construction, or the issuance of required permits.

Contractor shall provide addressing services for subdivisions, single family dwellings, multi-family dwellings, businesses, government buildings, farm buildings and other structures under the terms of this Agreement.

**(3) Compensation/Fee Schedule.** The parties agree that Contractor will be compensated by the County, under this Agreement as follows:

(a)	on or before March 1, 2022	\$700.00
(b)	on or before June 1, 2022	\$700.00
(c)	on or before September 1, 2022	\$700.00
(d)	on or before December 1, 2022	\$700.00

Due to the fluctuations in the housing market and general economy since the original agreement was made, the amount of work covered by this Agreement is difficult to forecast at the beginning of each agreement term. In order to fulfill an appropriate amount of services to Tazewell County, Contractor agrees to continue to provide site address corrections, mail address corrections, and other work pertaining to correctly locating parcels and owners in Tazewell County through the Department of Community Development, Supervisor of Assessment's Office, the Tazewell County Highway Department, as those departments deem a needed service. This additional work will be done without further cost to the County, and the additional work shall be done at the convenience of both the Contractor and the county office requesting the additional work. Contractor will not submit a mileage reimbursement request unless additional mileage beyond one (1) trip each day is made to the County offices in Pekin, Illinois.

Any additional requests by the County for additional work outside the principal scope of this agreement, other than stated above, shall be at the rate of \$40.00 per hour and mileage at the maximum IRS mileage rate.

All amounts above provided shall be paid as and for addressing services for the calendar quarter. All checks for such services shall be made payable to "Municipal Addressing Services Company"

**(4) Obligations of County.** The County shall provide to or for the use of Contractor the following:

**(a)** The County shall provide Contractor, at the County's sole cost and expense, access to the Tazewell County Supervisor of Assessments records, by parcel identification number, as is currently being provided to Contractor.

**(b)** The County shall provide to Contractor, at the County's sole cost and expense, a complete set of the most recent aerial photographs of the County for Contractor's use in providing addressing services. Such aerial photographs shall include both high flight and low flight photograph sets if available, and will be provided to Contractor in a format acceptable to Contractor which is compatible with Contractor's other equipment.

**(5) Term of Agreement.** This Agreement shall be in full force and effect from December 1, 2021, through November 30, 2022. Either party may terminate this Address Number(s) Assignment Services Agreement by written notice of termination given to the other party at least ninety (90) days in advance of the termination date specified in said notice.

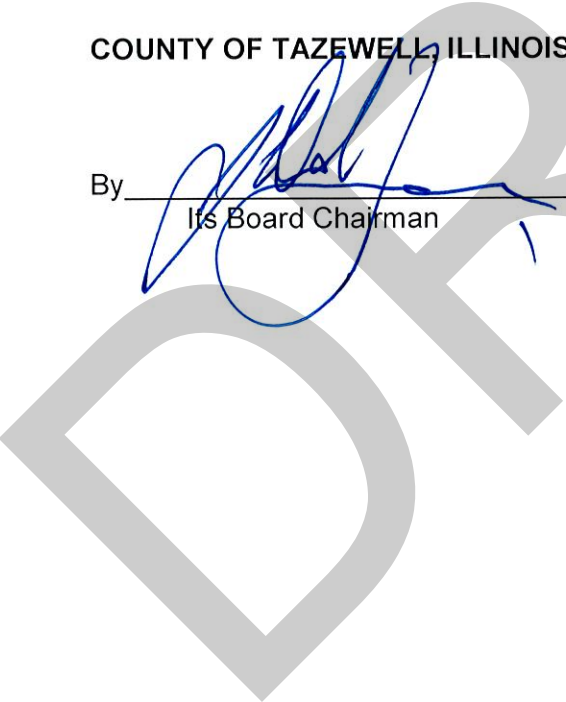
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first written above.

**COUNTY OF TAZEWELL, ILLINOIS**

**MUNICIPAL ADDRESSING SERVICES**

By \_\_\_\_\_  
Its Board Chairman

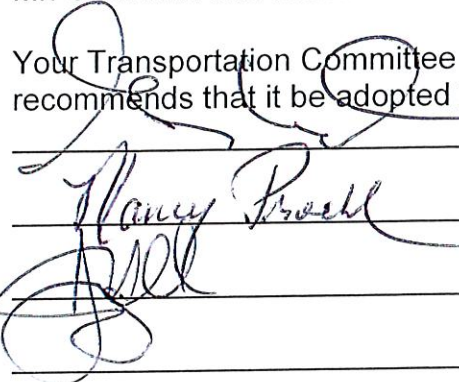
By \_\_\_\_\_  
Contractor

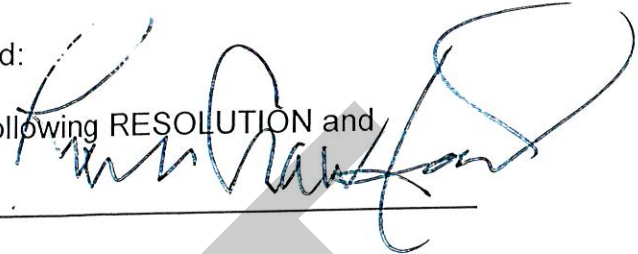


**COMMITTEE REPORT**

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**, bridge replacement has become necessary under Section 19-08124-00-BR for the bridge on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) necessitating an agreement for engineering services; and

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

**WHEREAS**, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Hampton, Lenzini & Renwick, 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

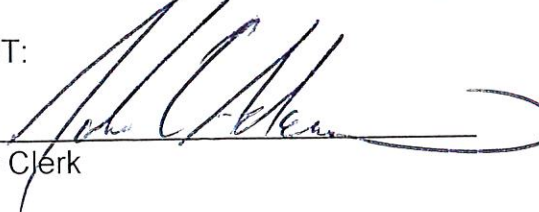
**WHEREAS**, said agreement shall be subject to approval by the Illinois Department of Transportation, and


**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 29th day of September, 2021.

ATTEST:

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

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





# Local Public Agency Engineering Services Agreement



Using Federal Funds?  Yes  No

Agreement For:  Agreement Type:

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Tazewell County Groveland Township	Tazewell	19-08124-00-BR	
Project Number	Contact Name	Phone Number	Email
	Craig Fink	(309) 925-5532	cfink@tazewell.com

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Unsicker Road	TR 170	600 ft	090-3107 Ex; 3258 Prop
Location Termini			Add Location
NE 1/4, Section 36, 2 miles west of Morton			Remove Location

Project Description

Bridge Replacement: Survey, PBDHR, Asbestos Clearance, Borings, Design, Plans, Proposal Booklet, Right-of-Way/ Easement plats, legals and property monuments.

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
Hampton, Lenzini & Renwick, Inc.	Steve Megginson	(217) 546-3400	swmegginson@hlreng.com
Address	City	State	Zip Code
3085 Adlai Stevenson Drive, Suite 201	Springfield	IL	62703

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

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

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

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

## AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514 )
- HLR Hourly Rate Schedule 2021
- Location Map
- \_\_\_\_\_

### 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 \$75,800.00 (Maximum Fee \$150,000)

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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

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

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

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


**AGREEMENT SUMMARY**


Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini & Renwick, Inc		\$70,700.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Ramsey & Associates (Geotech)		\$5,100.00
	Subconsultant Total	\$5,100.00
	Prime Consultant Total	\$70,700.00
	Total for all work	\$75,800.00
<input type="button" value="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:

Hampton, Lenzini & Renwick, Inc.

By  Date 09/02/2021  
Title Senior Structural Engineer

By  Date 09/02/2021  
Title Vice President

APPROVED:

Regional Engineer, Department of Transportation

Date

--	--

DRAFT

**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

- a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans;
- b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
- c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
- d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit Bridge waterway sketch and/or Channel Change sketch, Utility plan.
- f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with necessary electronic and paper copies of the plans, special provisions, proposals, and estimates. Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) and submit to the IDOT Local Bridge Unit for approval.
- h.  Furnish the LA with survey drafts in quadruplicate of right of way dedications and temporary construction easements, including prints of the corresponding plats and deeds. Locate section lines and reset monuments, as necessary.
- i.  Assist the LA in the tabulations and interpretation of the contractor's proposals.
- j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets..
- k.  Prepare the Project Development Report when required by the DEPARTMENT.
- l.  Perform field staking of proposed roadway centerline and offsets, proposed abutment and pier locations, piling and necessary offsets need for the layout and construction of the proposed improvements.
- m.  Provide onsite observation of the proposed construction as requested by the LA, including completion of daily field diary and Inspector Daily Reports as requested by the ENGINEER.

Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Field Survey and Data Plotting: September, 2021  
Environmental Surveys, Permitting,: September, 2021- December, 2021  
Preliminary Designs: October, 2021  
Contract Plans, Specifications and Estimates-approved: December 2022  
Right-of-Way Documents: January 2023  
Project Letting: February, 2024

DRAFT



Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**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 type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<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"/> Soil Borings	Actual Cost			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<b>Total Direct Costs</b>				

Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

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

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

Form Not Applicable (engineering services less than the threshold)

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

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

## Exhibit A – Hourly Rate Schedule

<u>Grade Classification of Employee</u>	<u>HLR 2021 Hourly Rate</u>
Principal	\$225.00
Engineer 6	195.00
Engineer 5	175.00
Engineer 4	165.00
Engineer 3	155.00
Engineer 2	125.00
Engineer 1	100.00
Structural 2	210.00
Structural 1	165.00
Technician 3	140.00
Technician 2	115.00
Technician 1	90.00
Intern/ Temp	55.00
Land Acquisition	150.00
Survey 2	140.00
Survey 1	115.00
Environmental 2	145.00
Environmental 1	100.00
Administration 2	135.00
Administration 1	80.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2021. In the event services of the ENGINEER extend beyond December 31, 2021, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The stated upper limit of compensation will remain in effect.

August 26, 2021



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

Mr. Steve Megginson, P.E., S.E.  
Hampton Lenzini and Renwick Inc.  
3085 Stevenson Drive, Suite 201  
Springfield, Illinois 62703

RE: Geotechnical Exploration  
Bridge Replacement  
Unsicker Road Over Dillon Creek  
Tazewell County, Illinois  
Section 19-08124-00-BR  
RGE Proposal No. 21-129

Dear Mr. Megginson:

In accordance with your August 24, 2021 email transmittal, Ramsey Geotechnical Engineering LLC (RGE) is pleased to submit this proposal to provide Geotechnical Engineering Services for the captioned project. A description of the project, our proposed scope of services and fee estimate to provide these services follows.

**Proposed Project:**

We understand that replacement of the existing bridge located on Unsicker Road over Dillon Creek in Tazewell County is planned. The scope of services is to provide subsurface soil and groundwater information required to design the foundations for the bridge. In addition, a sample of the Hot Mix Asphalt (HMA) bridge deck overlay will be obtained and analyzed for the presence of asbestos.

**Boring/Field Sampling Program:**

In accordance with your request, two (2) borings will be completed as close as practical to the abutments of the existing structure. The borings will be terminated at a depth of 60 feet below the existing ground surface.

Soil samples will be obtained by split spoon methods. Sampling will be performed at 2½ foot intervals to a depth of 30 feet and will not exceed 5 foot intervals below this level. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during drilling.

In order to allow for an analysis of the potential presence of asbestos in the HMA bridge deck overlay, a sample will be obtained with a diamond bit core barrel.

Utility clearance for the borings to be made will be obtained by RGE beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and on site personnel. RGE will utilize a crew trained in layout procedures to locate the borings in the field and will provide the ground surface elevation by level survey methods. Due to guardrails extending beyond the abutments, one lane of traffic will be closed during completion of the borings. Therefore, a two person flagging crew and associated signs and cones have been included in our fee estimate.

**Laboratory Testing:**

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the classification system used by IDOT. Laboratory testing will include moisture content and dry unit weight determinations, as well as measurements of unconfined compressive strength, by direct or indirect methods, as appropriate. Other tests deemed to be necessary by RGE's Project Engineer may also be recommended for your approval.

The HMA core will be shipped to EMSL for asbestos analysis.

**Report of Data Obtained:**

Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. The report will address anticipated soil and groundwater conditions impacting design and construction of the planned bridge.

An analytical report will be prepared by EMSL providing results of the asbestos analysis.

**Fees and Scope:**

To provide the Geotechnical Study outlined, RGE is proposing a budget amount of Five Thousand One Hundred Dollars (\$5,100.00). This budget is based on the understanding that the boring locations are accessible to a conventional truck or ATV mounted drill and that the work can be performed during standard business hours. Unless stated otherwise, RGE's fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments may impose. The local fees, if any, will be added to the invoice.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates given. Please note that our quoted fee does not include plan review, excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services.

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our office.

Unsicker Road Bridge Replacement  
Tazewell County, Illinois  
August 26, 2021

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Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

RAMSEY GEOTECHNICAL ENGINEERING LLC

Douglas P. Ramsey, P.E.  
President

DPR/kr

Approved and Accepted by: Steven W. Megginson

Steven Megginson

NAME

Vice President, HLR

TITLE

August 30, 2021

DATE

FEE ESTIMATE

ITEM	UNITS	QTY	RATE	COST	
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Provide Technicians to Mark Boring Locations and Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Lump Sum	1	150.00	\$ 150.00
<b>DRILLING AND SAMPLING</b>					
MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW					
2.1	Drill Mounted on Truck or ATV	Each	1	250.00	\$ 250.00
2.1	Equipment and Personnel to Obtain HMA Core	Lump Sum	1	150.00	\$ 150.00
ADVANCE BORE HOLES BY SOLID OR HOLLOWSTEM AUGER METHODS					
2.2	0 - 25 Foot Depth	Foot	50.0	8.75	\$ 437.50
2.3	25 - 50 Foot Depth	Foot	50.0	9.35	\$ 467.50
2.4	50 - 100 Foot Depth	Foot	20.0	10.00	\$ 200.00
TAKE SOIL SAMPLES					
2.4	By Split-Spoon Procedure, 0 – 50 Foot Depth	Each	32	11.50	\$ 368.00
2.5	By Split-Spoon Procedure, 50 – 100 Foot Depth	Each	4	12.50	\$ 50.00
TRAFFIC CONTROL					
2.6	Traffic Control Personnel, Signs and Cones	Lump Sum	1	1,700.00	\$1,700.00
<b>LABORATORY TESTING</b>					
3.1	Examine Samples and Describe by a Textural System and Classify by the Unified Soil Classification System	Each	32	4.00	\$ 128.00
3.2	Water Content Determination for Organic and Cohesive Samples (includes pocket penetrometer measurements of unconfined compressive strength for all inorganic clay samples)	Each	32	6.50	\$ 208.00
3.3	Unconfined Compressive Strength of Cohesive Soils, Failure at 15 Percent Strain	Each	20	12.00	\$ 240.00
3.4	Sample Shipping and Asbestos Testing of HMA Core	Each	1	100.00	\$ 100.00
<b>ENGINEERING SERVICES</b>					
4.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	650.00	\$ 650.00
<b>ESTIMATED TOTAL:</b>					<b>\$5,099.00</b>

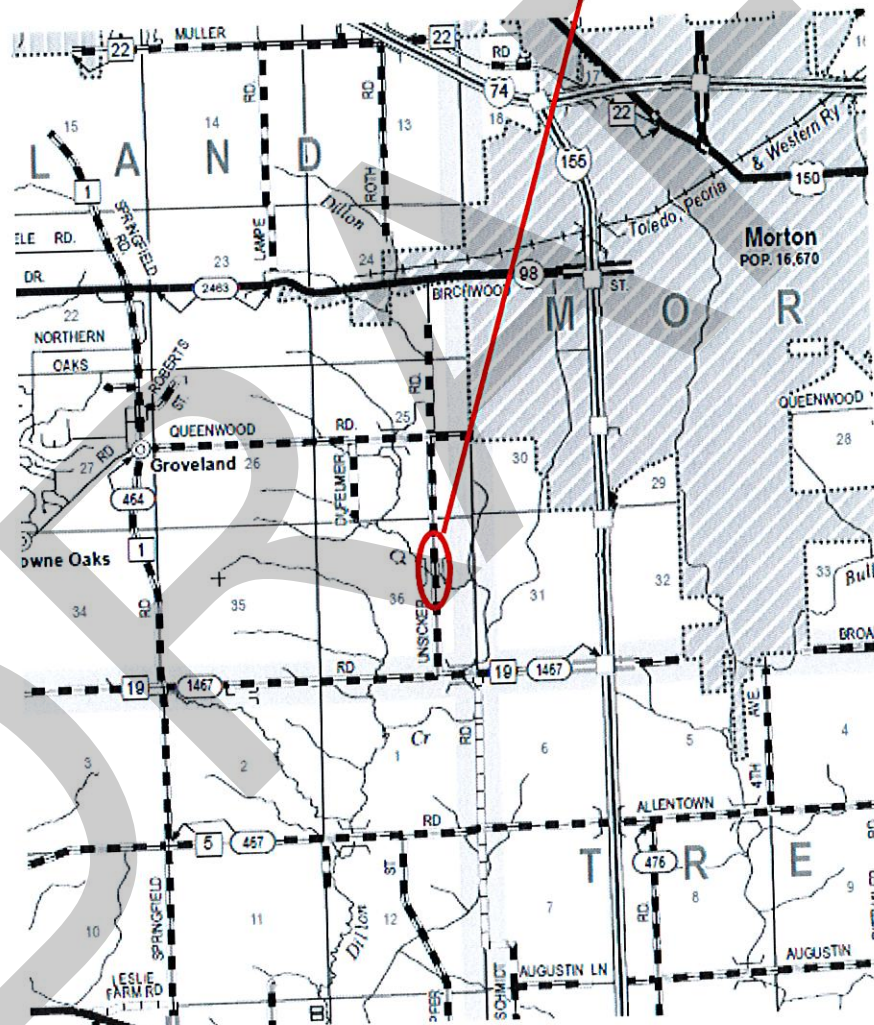
# PROJECT LOCATION MAP

Groveland Road District

Tazewell County

Section 19-08124-00-BR

Proposed  
Improvement

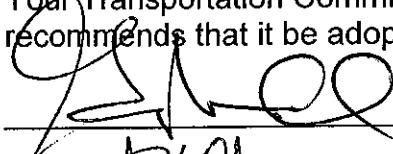




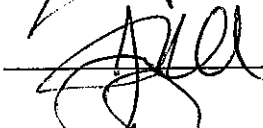
**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

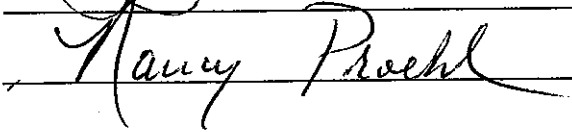
Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

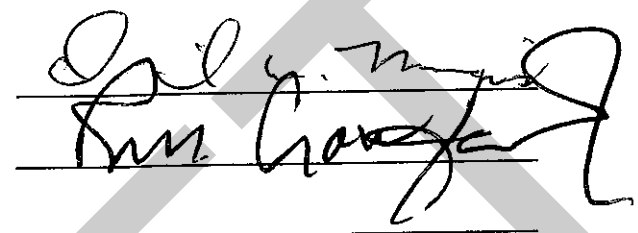

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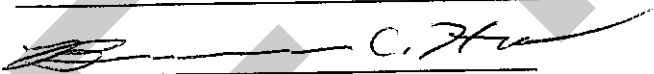

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**RESOLUTION**

**WHEREAS**, an improvement is planned for replacement of the bridge carrying Township Route 141 (Furrow Road) over Lost Creek under the jurisdiction of Cincinnati Road District (Section 16-02126-00-BR); and

**WHEREAS**, as part of said improvement it is necessary for the attached *Local Public Agency Agreement for Federal Participation* (BLR 05310) to be completed between Tazewell County and the State of Illinois, acting by and through its Department of Transportation, which stipulates the division of costs; and

**WHEREAS**, the County Engineer and the Transportation Committee have reviewed the attached *Local Public Agency Agreement for Federal Participation* between Tazewell County and the State of Illinois, acting by and through its Department of Transportation; and

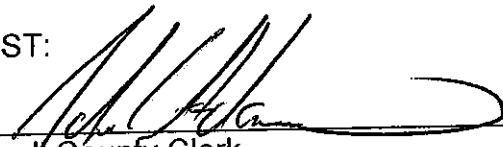
**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said *Local Public Agency Agreement for Federal Participation* and authorize the County Board Chairman to sign said agreement;

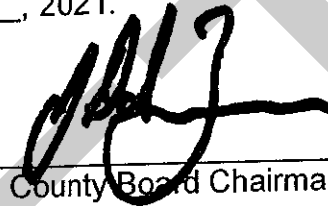
**NOW THEREFORE BE IT RESOLVED**, that the County Board approves this recommendation and does hereby appropriate from the County Bridge Fund Two Hundred Twelve Thousand and 00/100 Dollars (\$212,000.00) and as much additional funding as may be necessary to fulfill the terms of said agreement; and

**THEREFORE BE IT RESOLVED FURTHER**, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action, and submit *three (3) certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

ADOPTED this 29th day of September, 2021.

ATTEST:

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

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

DRAFT

**THEREFORE BE IT RESOLVED FURTHER**, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action, and submit *three (3) certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

ADOPTED this 29th day of September, 2021.

ATTEST:

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

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

DRAFT



**LOCAL PUBLIC AGENCY**

Local Public Agency Tazewell County		County Tazewell	Section Number 16-02126-00-BR	
Fund Type STP-Br	ITEP, SRTS, HSIP Number(s) N/A		MPO Name N/A	MPO TIP Number N/A
<input checked="" type="checkbox"/> Construction on State Letting <input type="checkbox"/> Construction Local Letting <input type="checkbox"/> Day Labor <input type="checkbox"/> Local Administered Engineering <input type="checkbox"/> Right-of-Way				
<b>Construction</b>		<b>Engineering</b>		<b>Right of Way</b>
Job Number C-94-034-17	Project Number SAJG(571)	Job Number	Project Number	Job Number

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**LOCATION**

Local Street/Road Name Furrow Road	Key Route TR 0141	Length 0.01 mi.	Stationing From 00.40	To 00.41
Location Termini 0.5 Mile East of South Pekin at Lost Creek				
Current Jurisdiction Cincinnati Road District	Existing Structure Number(s) 090-3101	<input type="button" value="Add Location"/> <input type="button" value="Remove"/>		

**PROJECT DESCRIPTION**

Removal and replacement of existing bridge (Old SN 090-3101) with single span steel plate girder bridge and HMA approaches (New SN 090-3252).
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**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS**

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

**METHOD OF FINANCING - (State-Let Contract Work Only)**

Check One

METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_ )

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share \$200,000.00 \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### **THE LPA AGREES:**

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, 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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
  19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
  21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
  22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
  23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
  24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
  25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
  26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
  27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
  28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

#### **THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
  - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE 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.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	Local Agency Appropriations Resolution
Add Row		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

David Zimmerman

Title of Official

County Board Chairman

Signature

*[Handwritten Signature]*

Date

10-04-21

The above signature certifies the agency's Tin number is 376002171 conducting business as a Governmental Entity.

Duns Number 071430805

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Secretary of Transportation

Date

[Signature Box] [Date Box]

By:

George A. Tapas, Engineer of Local Roads & Streets

Date

[Signature Box] [Date Box]

Director of Planning & Programming

Date

[Signature Box] [Date Box]

Yangsui Kim, Chief Counsel

Date

[Signature Box] [Date Box]

Joanne Woodworth, Acting Chief Fiscal Officer

Date

[Signature Box] [Date Box]

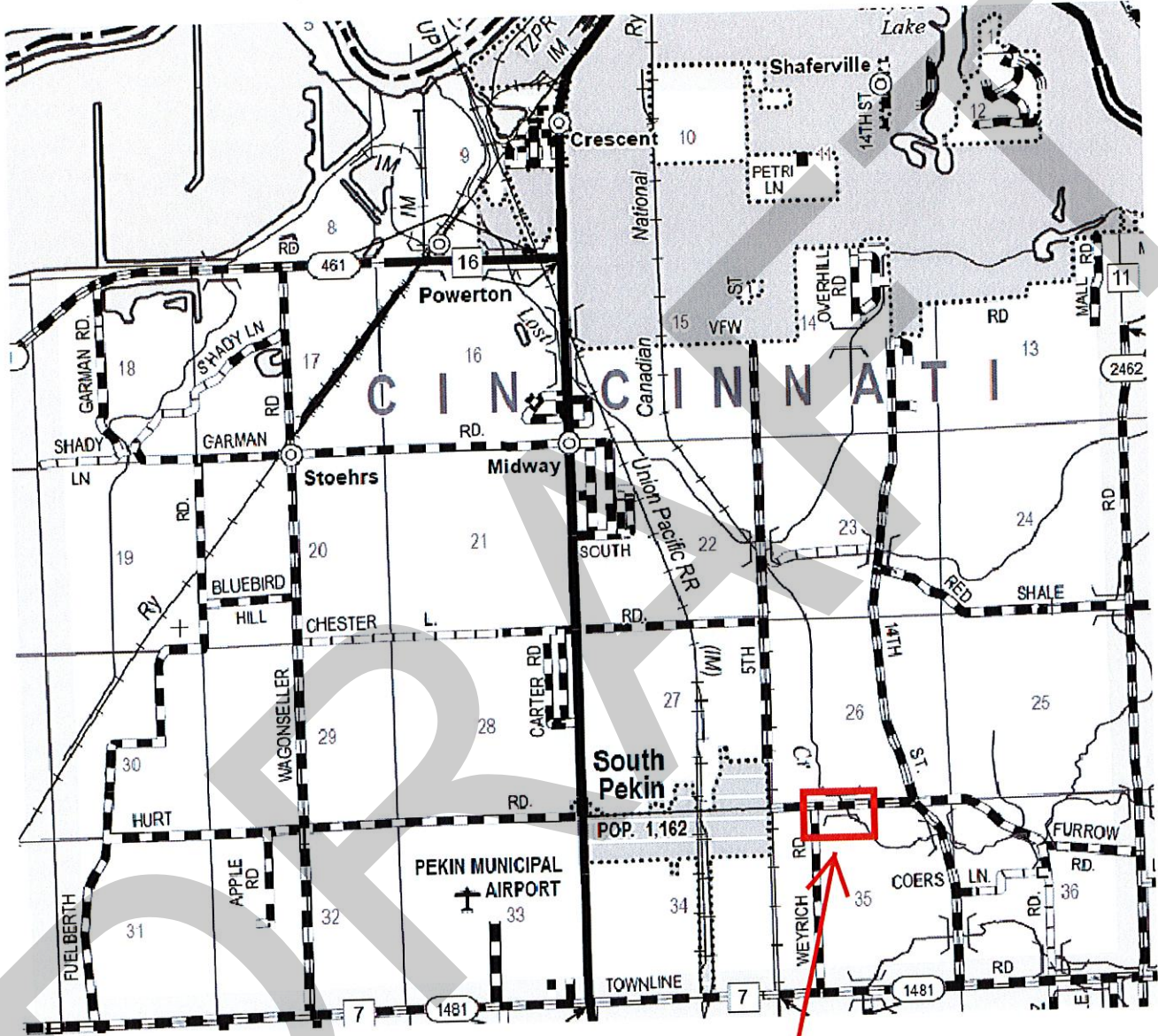
**NOTE:** if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**DRAFT**



# Location Map Tazewell County

R 5 W , 3RD PM



Proposed Project Location  
Section 16-02126-00-BR

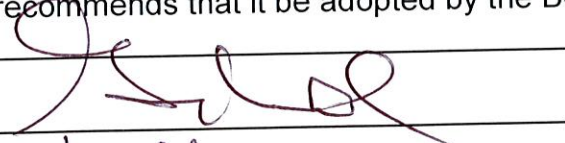
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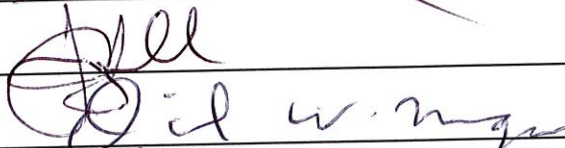
**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

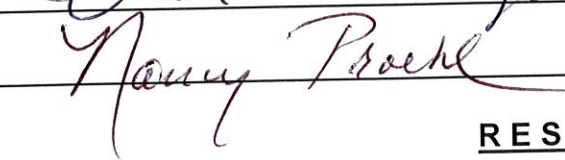
Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

  
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**RESOLUTION**

**WHEREAS**, an improvement under Section 13-00089-02-SD and 13-00090-03-RS is planned for Broadway Road (FAS 1467 / CH 19) from Springfield Road (CH 1) to Veterans Drive (FAP 655); and

**WHEREAS**, as part of said improvement it is necessary for the attached *Local Public Agency Agreement for Federal Participation* (BLR 05310) to be completed between Tazewell County and the State of Illinois, acting by and through its Department of Transportation, which stipulates the division of costs; and

**WHEREAS**, the County Engineer and the Transportation Committee have reviewed the *Local Public Agency Agreement for Federal Participation* between Tazewell County and the State of Illinois, acting by and through its Department of Transportation; and

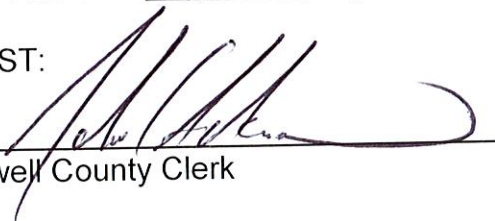
**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said *Local Public Agency Agreement for Federal Participation* and authorize the County Board Chairman to sign said agreement; and

**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, and submit *three (3) certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

ADOPTED this 29th day of September, 2021.

ATTEST:

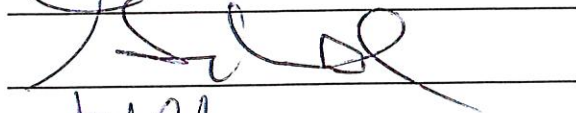
  
Tazewell County Clerk

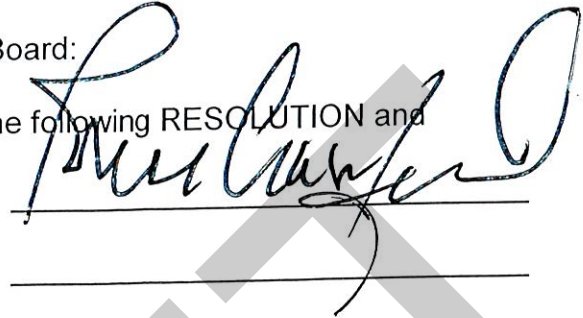
  
Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

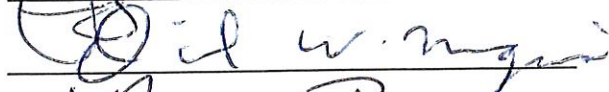
Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

  
\_\_\_\_\_

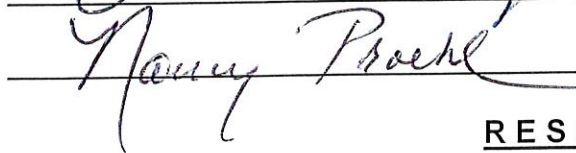
  
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RESOLUTION

**WHEREAS**, an improvement under Section 13-00089-02-SD and 13-00090-03-RS is planned for Broadway Road (FAS 1467 / CH 19) from Springfield Road (CH 1) to Veterans Drive (FAP 655); and

**WHEREAS**, as part of said improvement it is necessary for the attached *Local Public Agency Agreement for Federal Participation* (BLR 05310) to be completed between Tazewell County and the State of Illinois, acting by and through its Department of Transportation, which stipulates the division of costs; and

**WHEREAS**, the County Engineer and the Transportation Committee have reviewed the Local Public Agency Agreement for Federal Participation between Tazewell County and the State of Illinois, acting by and through its Department of Transportation; and

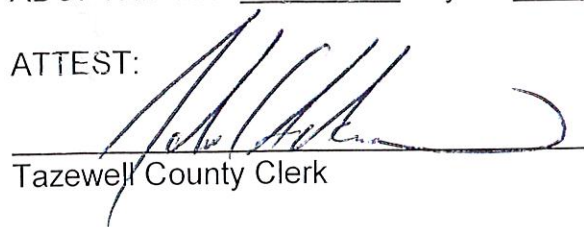
**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said Local Public Agency Agreement for Federal Participation and authorize the County Board Chairman to sign said agreement; and

**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, and submit *three (3) certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

ADOPTED this 29th day of September, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman



**LOCAL PUBLIC AGENCY**

Local Public Agency <b>Tazewell County</b>		County <b>Tazewell</b>	Section Number <b>13-00089-02-SD</b>
Fund Type <b>STU, STR, COVID</b>	ITEP, SRTS, HSIP Number(s) <b>N/A</b>	MPO Name <b>PPUATS</b>	MPO TIP Number <b>TZ-22-01</b>
<input checked="" type="checkbox"/> Construction on State Letting <input type="checkbox"/> Construction Local Letting <input type="checkbox"/> Day Labor <input type="checkbox"/> Local Administered Engineering <input type="checkbox"/> Right-of-Way			
<b>Construction</b>		<b>Engineering</b>	
Job Number <b>C-94-047-17</b>	Project Number <b>TMRP(282)</b>	Job Number	Project Number
		<b>Right of Way</b>	
Job Number	Project Number	Job Number	Project Number

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**LOCATION**

Local Street/Road Name <b>Broadway Road</b>	Key Route <b>FAS 1467</b>	Length <b>2.53 Mi.</b>	Stationing From <b>00.00</b>	To <b>02.53</b>
Location Termini <b>Veterans Drive To Springfield Road</b>				
Current Jurisdiction <b>Tazewell County</b>	Existing Structure Number(s) <b>N/A</b>	<input type="button" value="Add Location"/> <input type="button" value="Remove"/>		

**PROJECT DESCRIPTION**

**Shoulder Widening, Milling and HMA Resurfacing (Incorporates and includes Section 13-00090-03-RS)**

**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS**

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

**METHOD OF FINANCING - (State-Let Contract Work Only)**

Check One

**METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_)**  
 Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

**METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.**  
 Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

**METHOD C - LPA's Share BALANCE \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.**  
 Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### **THE LPA AGREES:**

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, 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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
  19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
  21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
  22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
  23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
  24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
  25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Construction projects the end date is fifteen (15) years from the execution date of the agreement. For Right-of-Way projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
  26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
  27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
  28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

#### **THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
- To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
  - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- This agreement shall be binding upon the parties, their successors and assigns.
- For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE 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.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input type="checkbox"/>	1.	Location Map
<input type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Local Agency Appropriations Resolution
<input type="button" value="Add Row"/>		



The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

David Zimmerman

Title of Official

County Board Chairman

Signature

Date

10-04-21

The above signature certifies the agency's Tin number is 376002171 conducting business as a Governmental Entity.

Duns Number 071430805

**APPROVED**

State of Illinois

Department of Transportation

Omer Osman P.E., Secretary of Transportation

Date

[Empty signature box]

[Empty date box]

By:

George A. Tapas, Engineer of Local Roads & Streets

Date

[Empty signature box]

[Empty date box]

Director of Planning & Programming

Date

[Empty signature box]

[Empty date box]

Yangu Kim, Chief Counsel

Date

[Empty signature box]

[Empty date box]

Joanne Woodworth, Acting Chief Fiscal Officer

Date

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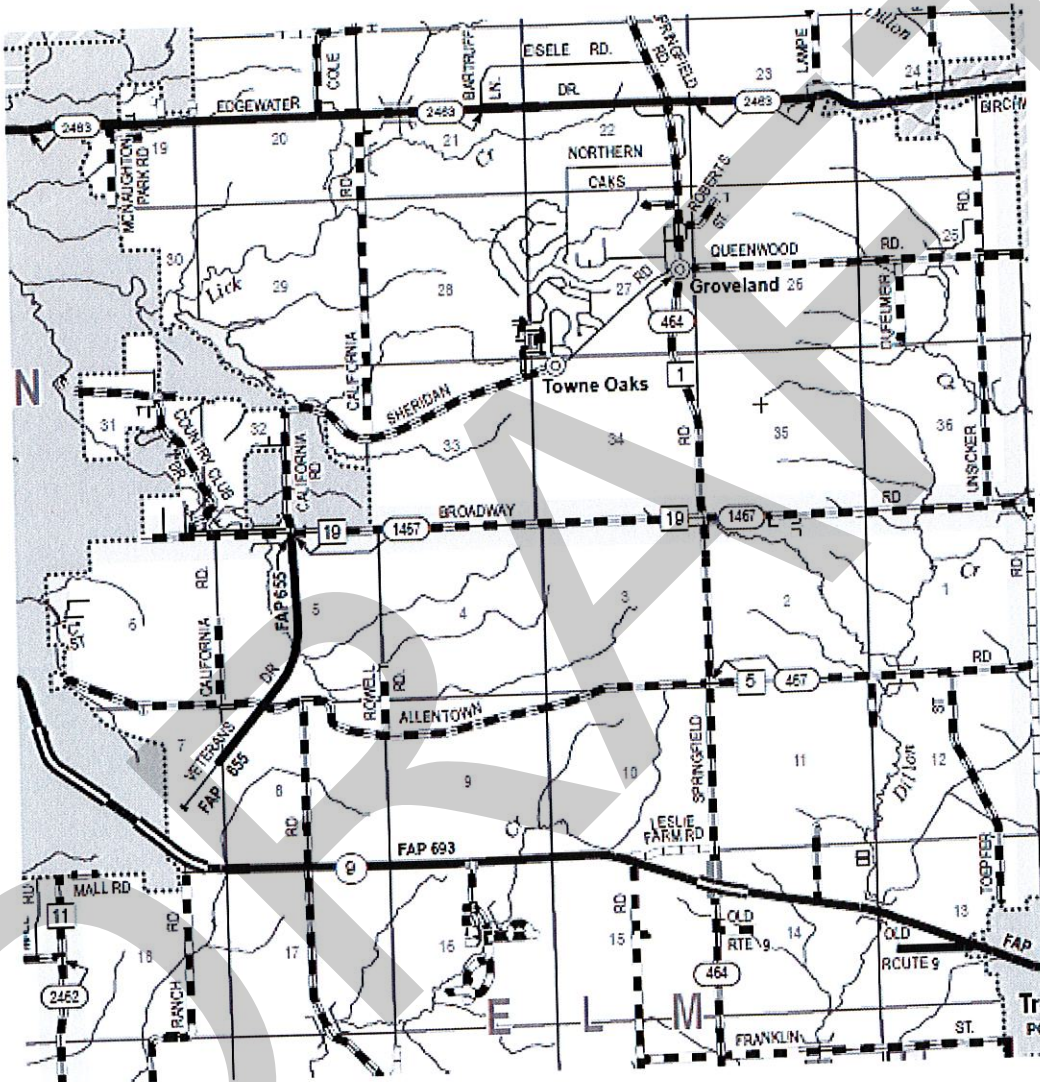
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**NOTE:** if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**DRAFT**

LOCATION MAP  
TAZEWELL COUNTY

R 4 W, 3rd PM



T-25-N

T-24-N

Project Location

Sections 13-00089-02-SD & 13-00090-03-RS



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
_____	

AMENDED **RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to approve a Lease Agreement with Siren Tattoo Studios Inc. for office space rental in the Monge Building; and

WHEREAS, the lease will be for 12 months commencing on October 01, 2021 and ending October 01, 2022 with monthly rent in the amount of \$1,300.00.

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, the Treasurer and the Auditor of this action.

PASSED THIS 29th DAY OF SEPTEMBER, 2021.

ATTEST:

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

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

Amend Lease to read:

1. The tenant shall be allowed to take the new vinyl planking installed over the existing flooring should the tenant vacate the Unit. The tenant shall pay for any damage to the existing carpeted flooring upon removal of the new flooring.

**DRAFT**  
**MONGE BUILDING LEASE AGREEMENT**

This lease agreement is entered into between the lessor and the lessee this 29th day of September, 2021 at Pekin, Illinois.

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

(a) "common area" shall mean all areas and facilities in the Monge Building which are provided and designated by the lessor for the general use and convenience of the lessee and other lessees in the Monge Building and their respective agents, employees, customers, guests, and invitees. Common areas include without limitation, the land and facilities used for parking, landscaped areas, walks and sidewalks, arcades, corridors, loading areas, sanitary sewers, utility lines and the like.

(b) "floor area" shall mean the aggregate of the actual number of square feet of floor space within the exterior faces of the building (or buildings if hereafter applicable) on the Monge Building, excluding, however, space on roofs, space on loading docks, the second level of any deck stock area, and common areas. With respect to the premises, "floor area" shall mean the actual number of square feet of floor space within the premises, and there shall be no deduction or exclusion by reason of columns, stairs, or other interior construction or equipment within the premises.

(c) "Monge Building" shall mean the real estate and improvements located at 11, 13, 15, 17 and 19 South Capitol Street, Pekin, Illinois 61554 and legally described as follows:

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.

(d) "the lessee" shall mean Siren Tattoo Studios Inc. d/b/a Siren Tattoo Studios  
"the lessee's trade name is Siren Tattoo Studios

(e) "the lessor" shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.

(f) "premises" shall mean that part of the Monge Building commonly known as Suite 19, 19 South Capitol, Pekin, Illinois, 61554 containing approximately 1623 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.

2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.

3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

**Purpose.** The premises are to be used by the lessee for the purpose of a Body Art Establishment.

**Term.** The term of this lease shall be for 12 months, commencing on the 1<sup>st</sup> day of October, 2021, and ending on the 1st day of October, 2022. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

The lessee shall have the option to renew this lease for 1 term(s) of 12 months each, so long as the lessee shall have given the lessor 60 days' written notice thereof prior to the expiration of the initial term and so long as the lessee shall not have been in default at the time of the exercise of said option through and including the commencement of the additional term. The rental rate for such renewal shall be the same of the rental rate for the initial term except as follows at the discretion of the Lessee:

See Addendum "A"

6. **Rent.** The lessee shall pay to the lessor an annual rent of U.S. \$ 15,600 payable in equal monthly installments of U.S. \$ 1,300, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

A late payment fee of \$ 50.00 shall be paid by the lessee to the lessor, without notice or demand, if the lessee shall fail to make any rental payment by the 5<sup>th</sup> date after it is due. Thereafter, the lessee shall pay to the lessor U.S. \$ 10.00 for each additional day such payment is delinquent. In addition to any other remedies available to the lessor, the lessee shall pay to the lessor, without notice or demand, a handling fee of U.S. \$ 25.00 for any check tendered for rental payments which shall have been returned unpaid as occasioned by insufficient funds.

7. **Insurance.** The lessee shall procure and maintain for the benefit of the lessor and the lessee general liability policies of insurance insuring against property and personal injury arising from the use, misuse, or abuse of the premises or its appurtenances. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept. Initially, the amounts of such insurance shall be U.S. \$ 1,000,000.00 for death and personal injury per person, U.S. \$ 1,000,000.00 property damage, and U.S. \$ 1,000,000.00 per occurrence. The lessee will promptly pay when due any premiums on any such policy or policies of insurance and will deliver to the lessor certificates and renewals of such policy or policies at least ten days prior to the expiration date(s) thereof, marked "paid" by the issuing company or agent.

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

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

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

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

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

9. **Security Deposit.** The lessee has deposited with the lessor the additional sum of US\$     -0-    , as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.

10. **Maintenance, Repairs, and Replacements.** The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance (defined as any repair or maintenance with a cost of \$500.00 or less per occurrence). In any event, the lessee shall be responsible for any repair or replacement of any damaged or broken locks, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall make all necessary structural, mechanical and roof repairs to the Monge Building unless the damage is due to the lessee's fault

11. **Advertisements.** The lessee shall include in all advertisements, including without limitation, newspaper, print, television and radio, the trademark/trade name "Monge Building". The lessee shall not, however, use "Monge Building" for any other reason without the lessor's prior written consent, including without limitation, the use of any name, trade name, mark, trade mark, service name, or service mark which includes "Monge Building". After the termination of this lease, the lessee shall not use the term "Monge Building" for any purpose.

12. **Signs and Décor.** All signs, space décor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with the Monge Building's décor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of the Monge Building's appearance.

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

13. **Lessee and Employee Parking.** The lessee and the lessee's employees shall park their vehicles (limited to automobiles, pick-up trucks, vans and motorcycles) only in those portions of the parking area designated for the purpose by the lessor. The lessee shall pay to the lessor, without notice or demand, a fee of U.S. \$5.00 per day for each violation hereof. Upon lessor's demand, the lessee shall furnish the lessor with the automobile license number for all such vehicles within three days after taking possession of the premises or within three days of any change in such vehicle or license number. Lessee shall be given a space in the parking area (Space 12, 14, 18, 21).
14. **Modification of Building.** The lessor reserves the right to change, modify, add to or subtract from the size and dimensions of the Monge Building or any part thereof including without limitation the number, location and dimensions of buildings and stores, walkways, corridors, and sidewalks, the number of floors in any building, the location, size and number of tenant spaces, the identity, type, and location of other stores and tenants, and the size, shape, location, arrangement of common areas, and to design and decorate any portion of the Monge Building as it desires.
15. **Subordination.** This lease shall be subordinate to the lien of any mortgage, now or hereafter placed upon the Monge Building or any part of the Monge Building, and the lessee hereby irrevocably constitutes and appoints the lessor as the lessee's attorney-in-fact coupled with an interest to execute any subordination agreements which may be required in connection with negotiation or execution of any such mortgage. Moreover, the lessee agrees to execute subordination agreement, estoppels certificate, or such other paper and document as may be reasonably requested in connection with such mortgage transactions(s).
16. **Disclaimer of Warranties.** The lessor disclaims (and the lessee accepts such disclaimer and waives any claim to the contrary) any warranties, express or implies, of merchantability, fitness for a particular purpose, or otherwise of the heating and air conditioning equipment and systems or any other equipment, system, fixture, or goods attending this leasehold interest. To the extent any items affecting the leasehold are warranted by the manufacturer or any other third party, the lessor will apply any benefit received by reason of such warranties to the repair or maintenance thereof.
17. **Assignment/Sublease.** The lessee shall not assign this lease or enter into any sublease for the premises without the prior written consent of the lessor. The lessor may assign this lease, and, if so, shall assign all security deposits, prepaid rent, taxes, insurance, and other similar prepaid item to the lessor's assignee.
18. **Alterations/Improvements.** The lessee shall make no alterations or improvements to the premises without the lessor's prior written consent. In any event, any such alteration or improvement for which there is no prior written consent shall become a part of the premises to be surrendered to the lessor at the end of the term. Moreover, any alteration or improvement and all incidental work shall be completed by the lessee or its agents, contractor, of the like within 30 days following commencement of this lease term or such alteration or improvement. Additionally, the lease shall permit no lien to attach to or claim of lien to be made against the premises.
19. **Casualty Damage.** If any part of the premises shall have been totally destroyed by fire, flood, or other unavoidable casualty such that repairs or replacements cannot be reasonably completed within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, this lease shall terminate and the



rent shall be abated for the unexpired portion of this lease, effective the date of such written notification. If, however, such repairs or replacements can be completed within that period and within ninety days of the expiration of the lease term, the lessor shall not be required to repair or replace such damage. If any portion of the premises shall be untenable following such casualty damage, rent shall be equitably adjusted, considering the portion being untenable and the period during which it shall have been untenable. In the event that the lessor should fail to complete the repairs or replacements within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, the lessee may terminate this lease by written notice to the lessor, and such termination shall be the lessee's sole remedy. The lessee shall be solely responsible for repairing or replacing any improvement, fixture, or item of personal property originally installed by the lessee which is not covered by casualty insurance, and nothing in this clause shall be construed as imposing on the lessor the duty to procure such insurance.

20. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.
21. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

Furthermore, the lessee shall not (a) install any interior advertising media without the lessor's prior written consent, (b) keep or display any merchandise on the common areas or outside the confines of the premises, (c) otherwise obstruct the sidewalks or common area, (d) fail to maintain the show windows and signs in a neat, clean and presentable condition, or (e) use any loud speakers, radio broadcasts, or other form of communication that can be heard outside the premises.

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

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

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

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

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

Upon the occurrence of an event of default, the lessor may immediately and without notice accelerate all sums due or to become due under this lease so that they are immediately due and payable, including reasonably anticipated costs and expenses,

including attorney's fees, and enter and repossess the premises and evict the lessee and those claiming under the lessee without being deemed to be guilty in any manner of trespassing; such repossession and eviction shall not prejudice any remedies which might otherwise be used by the lessor for arrears of rent or for any breach of the lessee's agreement.

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

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

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

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

26. **Miscellaneous.** The lessor's failure to insist on the lessee's strict performance hereunder shall not be construed as a waiver of or as estoppels to the lessor's right to insist on strict performance of the same or a different matter at a later time. This lease agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors of all kinds. This lease agreement shall be modified only in writing executed by the party against whom such modification is chargeable. In the event of litigation arising under this lease agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, whether incurred prior to or after the commencement of suit, and at any level of court. This lease agreement shall be governed by the laws of the State of Illinois. Time is of the essence of the agreement. Statutory notices and demands shall be made as provided by statute; all other notices, demands or requests shall be deemed received the date and time (if available) (a) of personal service, (b) as indicated on the receipt of U.S. Postal Main, certified or registered, return receipt requested, (c) as indicated on the receipt of any reputable private delivery firm, or (d) five days after depositing an envelope having fully prepaid, first class postage stamps affixed in an official U.S. Postal Service receptacle; with the exception of personal service, all such notices and demands other than those specifically governed by statute shall be addressed according to paragraph 1 unless either party shall notify the other of a change in such address pursuant to this provision. The lessor may enter and inspect the premises for any

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

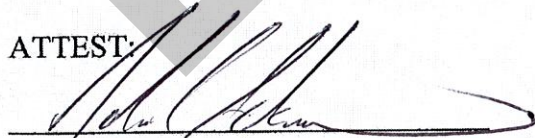
27. **Lease Termination.** Notwithstanding any other language or provisions in the Lease Agreement to the contrary, Landlord and Tenants agree Landlord may terminate this Lease by giving Tenants sixty (60) days notice. Upon being served with such notice of intent to terminate this lease, Tenants shall vacate the premises within said period of sixty (60) days. Any rents paid in advance for the month in which the premises are vacated shall be prorated to date of vacation. Tenant shall continue to adhere to all of the terms and conditions of this agreement until date of vacation.

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

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

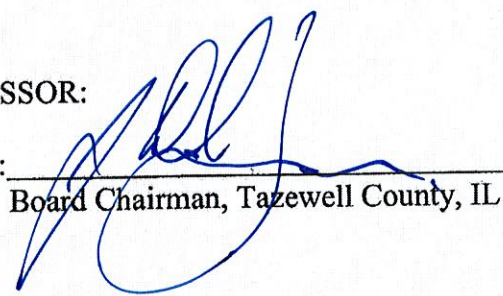
Dated this 13<sup>th</sup> day of September, 2021.

ATTEST:

  
Tazewell County Clerk  
(Print Name & Title)

LESSOR:

By:

  
Board Chairman, Tazewell County, IL


ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title)


LESSEE:

By:

  
\_\_\_\_\_  
Dan Stembach - President

(Print Name & Title)

By:

  
\_\_\_\_\_  
Kennedy Blumenstock - vice president

Print Name & Title

Amend Lease to read:

1. The tenant shall be allowed to take the new vinyl planking installed over the existing flooring should the tenant vacate the Unit. The tenant shall pay for any damage to the existing carpeted flooring upon removal of the new flooring.

DRAFT

## ADDENDUM TO MONGE BUILDING LEASE AGREEMENT

On the first day of each year of the extended term, the basic monthly rent shall be increased for the ensuing year in the same proportion that the Consumer Price Index for All Urban Consumers – United States City Average: All Items—Series A(1982-4=100) of the United States Department of Labor for the last month of the expired term shall have increased over such index figure for the first month of the lease term. If a different base period is used in determining the index number at the time of the extension of the term, the computation of the new base rental shall reflect any change therein. If at any time prior to the first day of the extended term the aforesaid index shall cease to be published, there shall be substituted for such index the most similar economic indicator then published, if any. If the parties cannot agree to such substitute or if none shall be published, the lease shall terminate. In no event shall the basic monthly rent be less than U.S. \$ 1,300.

**ADDENDUM #2 TO LEASE AGREEMENT**

1. The Lessee shall reimburse Lessor for the Plumbing costs of materials needed for installation of a new sink required by the Health Department within 10 days of submittal of the bill from the Plumbing contractor.
2. Lessee shall be responsible for the purchase of new paint and flooring for the Unit as well as conducting the painting and flooring installation. The Lessee also agrees to repaint the Unit at the end of the Lease Agreement at the Lessor's request if design is not in harmony with the Monge Building's décor.
3. Lessor agrees to allow Lessee to conduct paint and flooring renovations prior to the first lease payment, however Lessee shall pay the Lease payment prior to operation of the business

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*Carroll Long*  
 \_\_\_\_\_  
*Sammy's Peak Stinson*  
 \_\_\_\_\_  
*Zim Johnson*  
 \_\_\_\_\_

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

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to approve the addition of ionization air purification to the fan coil project in the McKenzie Building; and

WHEREAS, the County Board approved the project to replace and upgrade of fan coils in the McKenzie Building for a cost of \$327,145.10 in July 2021; and

WHEREAS the addition of ionization air purification to this project will be at an additional cost of \$36,520.00; and

WHEREAS, this bid was received from Mucciante Heating & Cooling, Inc. who was awarded the fan coil project.

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

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

PASSED THIS 29<sup>th</sup> DAY OF SEPTEMBER, 2021.

ATTEST:

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

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



# MUCCIANTE

HEATING & COOLING

821 Brenkman Dr.  
Pekin, IL

Mike Schone  
Tazwell County  
Pekin, IL

8/23/2021

Mr. Schone

We are pleased to offer for your consideration the following;  
Furnish and install I wave M air purifiers on the new AirTherm fan coils

Quote.....\$415.00 each  
88 Units.....\$36,520.00 Total

\* Repairs or replacements not included in the above quote will be completed time & material and billed as an extra to this quote. The facility will be notified prior to the start of this work.

By

Mike Strauman

ALL APPLICABLE TAXES, PERMITS, ADDITIONAL INSURANCE, BONDS AND SHIPPING CHARGES ARE NOT REFLECTED IN QUOTED AMOUNT  
THIS QUOTE REFLECTS LABOR COMPLETED BETWEEN THE HOURS OF 8:00 A.M. - 4:30 P.M., MONDAY - FRIDAY NOT INCLUDING HOLIDAYS. LABOR COMPLETED OUTSIDE THE STATED HOURS, ON HOLIDAYS OR WEEKENDS WILL BE SUBJECT TO ADDITIONAL LABOR CHARGES.  
ALL QUOTES ARE SUBJECT TO CREDIT APPROVAL PRIOR TO START UP OF PROJECT OR DELIVERY OF EQUIPMENT. COMPANY PURCHASE ORDERS MUST REFER TO OUR QUOTES TERMS & CONDITIONS. TERMS: INSTALLATION QUOTES 35% UPON ORDER, 35% UPON RECEIPT OF MATERIAL AND PROGRESS BILLING TILL COMPLETION.  
SERVICE QUOTES TIME & MATERIAL NET. 15 DAYS.  
EQUIPMENT ONLY QUOTES 50% UPON ORDER, 50% UPON RECEIPT OF MATERIAL. PAST DUE BALANCES ARE SUBJECT TO A 1.5% PER MONTH FINANCE CHARGE. ALL COSTS INCURRED TO COLLECT, INCLUDING REASONABLE ATTORNEYS FEES, WILL BE THE RESPONSIBILITY OF THE APPLICANT COMPANY. QUOTES CANCELED AFTER EQUIPMENT HAS BEEN ORDERED WILL INCUR A 25% RESTOCKING FEE.  
ASBESTOS REMOVAL OR DISPOSAL IS NOT INCLUDED IN THIS QUOTE  
THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS FROM THE PROPOSAL DATE OR IS THEN SUBJECT TO REVIEW

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

## FLEXIBLE AIR PURIFIER FOR DUCTLESS AND OTHER HVAC SYSTEMS

- Special ion needles routed in a flexible bar circuit
- Compact design applicable for HVAC cooling coils up to 36" wide
- Can flex easily in the field to accommodate virtually any application - ideal for ductless systems
- Chemical and temperature resistant, durable for long service life
- No replacement parts
- Flexible voltage input - 110VAC to 240VAC
- Kills mold, bacteria and viruses
- Reduces allergens, odors, smoke, static electricity and airborne particles
- Reduces ventilation requirements
- Keeps coil cleaner
- UL and cUL approved
- Three-year warranty

### Description

iWave-M is a flexible ion-generating bar that can treat IAQ in nearly any HVAC application. The air purifier provides the highest level of ionization energy in the most compact size available in the market, producing 240 million ions/cc per linear feet. The highly versatile iWave-M is low maintenance with no replacement parts. As the air flows past the iWave-M, the device emits positive and negative ions, creating a plasma region that purifies the air, killing mold, bacteria and viruses in the coil and living space. The ionization process also reduces allergens, smoke and static electricity, as well as controlling odors (cooking, pet, VOCs) and other particles (no more sunbeams) in the air without creating ozone or any harmful byproducts.

### Application

iWave-M's revolutionary circuit bar with special integrated ion-generating needles fits any HVAC cooling coil up to 36" wide. The circuit bar is chemical resistant and highly durable for long service life. Plus, it can be folded to length in the field to any size and uses engineered double-sided adhesive for the flexible bar and power pack for easy installation. It is perfect for ductless HVAC systems – specifically mini-splits, commercial VRF coils, PTAC systems – plus some residential and commercial duct systems, packaged systems, transport cooling coils or even in ice machines. The iWave-M is the most versatile and novel product on the market to address air quality for any HVAC system, in particular to solve mold issues common in hard-to-clean ductless systems.

### Packaging

1 each

4900-35



Indoor Air Quality

## iWave®-M

*Mini Flexible Air Cleaner*

### Specifications

<b>Input Voltage:</b>	110VAC to 240VAC
<b>Power (VA):</b>	5 Watts
<b>Frequency:</b>	50/60 HZ
<b>Output Voltage:</b>	5 KV
<b>Power Supply Dimensions:</b>	2.0" W x 1.0" H x 3.0" L
<b>Flexible Bar Dimensions:</b>	1.25" W x 0.05" H x 18" L
<b>Power Supply Weight:</b>	0.5 lb.
<b>Electrical Approvals:</b>	UL and cUL approved
<b>Service Temp. Range:</b>	-40°F to 140°F

### iWave-M Installation Instructions

The iWave-M is a highly versatile ion generating device that is designed to be typically installed at the base of the cooling coil for ductless and duct air conditioning systems; but the device can be installed in supply air as well. The iWave-M is an ideal, no replacement part device that can be integrated into wall or ceiling cassette indoor coils of mini-splits to inhibit mold in ice machine applications. The 18 inch ion generating bar can be used for coils up to 36 inches wide. For coils beyond the 18 inch ionizer length, simply center the ionizer bar on the coil to make sure the ionization best covers the coil width. For coils shorter than 18 inches, see the section on iWave-M modification directions on the back page. Simply peel back the sticky backing to the power pack and ionization bar and stick it across the width of the coil, near its base so the iWave-M treats the coil as well as the breathing zone. Connect the appropriate leads of the iWave-M to 110VAC to 240VAC power and reassemble the equipment and turn on power to the unit.

**More Instructions on Back.**

## Mini-Split Instructions:

1. Turn power off to mini-split.
2. Open front cover of indoor unit.
3. Remove filter screens.
4. Measure the length of coil and affix ionizer bar to solid surface (often plastic) on top of the coil. The width of the plastic region will easily accommodate the iWave-M ionizer bar so it can treat the coil, barrel blower and breathing zone of the room. For coils between 18-36 inches, center the ionizer bar on top of the coil and affix. For coils less than 18 inches, refer to the iWave-M modification directions below.
5. Depending on mini-split model, the area available to mount power pack will vary. Either affix with adhesive backing to back cabinet wall or side of coil.
6. Run wires to the electrical compartment to hook up to 110VAC to 240VAC power source to where iWave-M will power on with the indoor fan. For 110/120VAC input, connect the black wire (hot) and white wire (neutral). For 208/240VAC input, connect red wire (hot) and white wire (Neutral or Other AC Phase) to applicable electrical terminal block. Do not use the black wire with 208-240VAC input! **Important:** Always add a wire nut to wire not being used (red or black) depending on voltage input.
7. Trim wires to length hook up to appropriate terminal connections and connect. Harness/secure wires within the equipment as necessary.
8. Reassemble filter screens, close the front cover and turn on power to mini-split.

## iWave-M Modification Directions:

When the iWave-M is too long for the coil which it's being applied, perform the following steps:

1. Measure how much past the end of the coil the iWave-M lays.
2. Bend the iWave-M back on top of itself (DO NOT bend under with sticky backing facing each other) so the brush pairs on the top will lay next to the brush pairs on the bottom, shown in Figure 1.
3. Peel the backing off of the iWave-M and press it down to the cooling coil starting at the power entry side of the iWave-M. DO NOT press down on the end of the iWave-M that will need folded to shorten the length. See Figure 2.
4. Fold the iWave-M back to achieve the length required, lining up the bottom and top layer brush pairs as shown in Figure 1, and place a piece of electrical tape across the joint. See Figure 3.
5. Continue to use electrical tape down the iWave-M towards the end, making sure that the tape joints are between the brush pairs. DO NOT allow the tape to cover the brush pairs. See Figure 4.
6. DO NOT crease the end of the iWave-M flat. As a guide, use a #2 Phillips screwdriver inside the fold joint to ensure the proper bend is achieved. See Figure 5.
7. Once the iWave-M has been folded and taped to the length required, push it down on the coil.
8. A successful fold procedure will create "pockets" for the carbon fiber brushes to emit the ions.



Figure 1

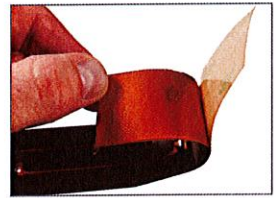


Figure 2

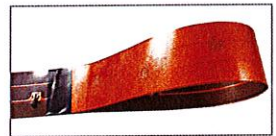


Figure 3



Figure 4

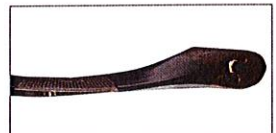


Figure 5



**COMMITTEE REPORT**

F-21-27

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:

\_\_\_\_\_ *Dail W. Minges* \_\_\_\_\_

\_\_\_\_\_ *Nick Off* \_\_\_\_\_

\_\_\_\_\_ *Carroll King* \_\_\_\_\_

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

\_\_\_\_\_ *Mike* \_\_\_\_\_

**RESOLUTION**

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

- Transfer \$700 from Appeal Board Line Item (100-300-5208) to Fuel and Oil Line Item (100-300-5130)

WHEREAS, the transfer of funds is needed for increased vehicle use for permitting and inspections.

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

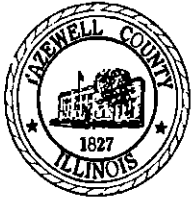
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Treasurer and the Auditor of this action.

PASSED THIS 29<sup>th</sup> DAY OF SEPTEMBER, 2021.

ATTEST:

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

\_\_\_\_\_ *[Signature]* \_\_\_\_\_  
 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:** August 30, 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 \$700.00 from the Appeal Board Line Item Fund #100-300-5208 to the Fuel and Oil Line Item Fund #100-300-5130 for the Department Vehicle.

This transfer is being requested due to the increase in gas prices and our building permitting activity has also increased therefore adding numerous inspections that are conducted by my Department.

Thank-you for your consideration regarding the above request.


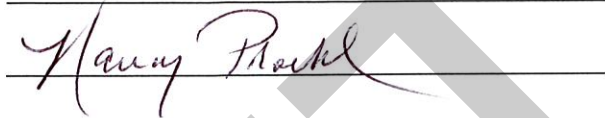
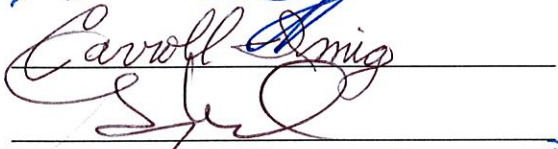
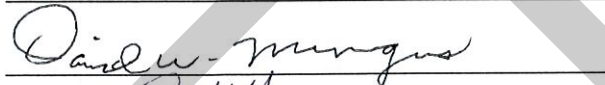
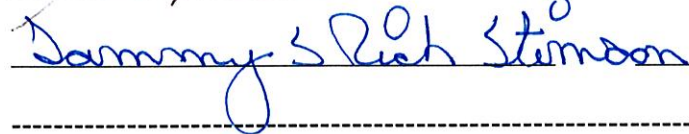
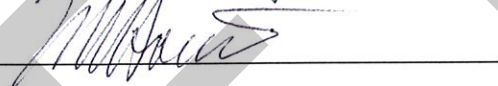
KD

cc. Sue Beene, Chief Clerk, County Board  
Hannah Clark, Treasurer's Office  
Craig Peters, Finance Director

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to County Board to approve the creation of Custodial Staff positions; and

WHEREAS, the Facilities Director has requested four positions which would be one full time Custodian Lead, two full time Custodians and one part time Custodian; and


WHEREAS, funding for these positions will be contingent on County Board approval and position grading.

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

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

PASSED THIS 29th DAY OF SEPTEMBER, 2021.

ATTEST:

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

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

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

*[Handwritten signatures on the left side of the resolution section]*

*[Handwritten signatures on the right side of the resolution section]*

**RESOLUTION**

WHEREAS, the Human Resources Committee recommends to the County Board to approve premium costs for Tazewell County Health, Life and Dental for FY 2022 for all full-time non-union employees, and all full-time employees covered by the terms of the P.B.P.A., F.O.P and Teamsters Unit B Collective Bargaining Agreements, in accordance with the below schedules and will be effective December 1, 2021; and

<b>Non-Union</b>				
<b>Type</b>	<b>FY22 Total Premium</b>	<b>FY22 County</b>	<b>FY22 Employee</b>	<b>FY22 Pay Period</b>
Employee Health	1,137.73	942.61	195.12	97.56
Dependent Health	1,114.16	659.77	454.40	227.20
Dependent - No Spouse	889.99	541.89	348.10	174.05
Medical Reimbursement	535.68	489.26	46.42	23.21
Family Med. Reimburse.	626.30	532.38	93.92	46.96
Dental	35.26	35.26	-	-
Dependent Dental	88.42	21.34	67.08	33.54
Employee Optical	12.50	12.50	-	-
Medicare	406.34	-	406.34	-
Dependent Medicare	406.34	-	406.34	-
25k Life	6.73	6.73	-	-

**P.B.P.A. Deputies**

Type	FY22 Total Premium	FY22 County	FY22 Employee	FY22 Pay Period
Employee Health	1,137.73	925.76	211.96	105.98
Dependent Health	1,114.16	648.68	465.48	232.74
Dependent - No Spouse	889.99	532.85	357.14	178.57
Medical Reimbursement	535.68	489.26	46.42	23.21
Family Med. Reimburse.	626.30	524.16	102.14	51.07
Dental	35.26	35.26	-	-
Dependent Dental	88.42	20.84	67.58	33.79
Employee Optical	12.50	12.50	-	-
Medicare	406.35	-	406.35	-
Dependent Medicare	406.35	-	406.35	-
25k Life	6.73	6.73	-	-

**P.B.P.A. Control Room Operators**

Type	FY22 Total Premium	FY22 County	FY22 Employee	FY22 Pay Period
Employee Health	1,137.73	919.02	218.70	109.35
Dependent Health	1,114.16	643.14	471.02	235.51
Dependent - No Spouse	889.99	528.34	361.64	180.82
Medical Reimbursement	535.68	489.26	46.42	23.21
Family Med. Reimburse.	626.30	520.05	106.24	53.12
Dental	35.26	35.26	-	-
Dependent Dental	88.42	20.58	67.84	33.92
Employee Optical	12.50	12.50	-	-
Medicare	406.35	-	406.35	-
Dependent Medicare	406.35	-	406.35	-
25k Life	6.73	6.73	-	-

**P.B.P.A. Judicial Clerks**

Type	FY22 Total Premium	FY22 County	FY22 Employee	FY22 Pay Period
Employee Health	1,137.73	919.02	218.70	109.35
Dependent Health	1,114.16	643.14	471.02	235.51
Dependent - No Spouse	889.99	528.34	361.64	180.82
Medical Reimbursement	535.68	489.26	46.42	23.21
Family Med. Reimburse.	626.30	520.05	106.24	53.12
Dental	35.26	35.26	-	-
Dependent Dental	88.42	20.58	67.84	33.92
Employee Optical	12.50	12.50	-	-
Medicare	406.35	-	406.35	-
Dependent Medicare	406.35	-	406.35	-
25k Life	6.73	6.73	-	-



**F.O.P Correction Officers**

Type	FY22 Total Premium	FY22 County	FY22 Employee	FY22 Pay Period
Employee Health	1,137.73	919.02	218.70	109.35
Dependent Health	1,114.16	643.14	471.02	235.51
Dependent - No Spouse	889.99	528.34	361.64	180.82
Medical Reimbursement	535.68	489.26	46.42	23.21
Family Med. Reimburse.	626.30	520.05	106.24	53.12
Dental	35.26	35.26	-	-
Dependent Dental	88.42	20.58	67.84	33.92
Employee Optical	12.50	12.50	-	-
Medicare	406.35	-	406.35	-
Dependent Medicare	406.35	-	406.35	-
25k Life	6.73	6.73	-	-

**F.O.P Probation Officers**

Type	FY22 Total Premium	FY22 County	FY22 Employee	FY22 Pay Period
Employee Health	1,137.73	919.02	218.70	109.35
Dependent Health	1,114.16	643.14	471.02	235.51
Dependent - No Spouse	889.99	528.34	361.64	180.82
Medical Reimbursement	535.68	489.26	46.42	23.21
Family Med. Reimburse.	626.30	520.05	106.24	53.12
Dental	35.26	35.26	-	-
Dependent Dental	88.42	20.58	67.84	33.92
Employee Optical	12.50	12.50	-	-
Medicare	406.35	-	406.35	-
Dependent Medicare	406.35	-	406.35	-
25k Life	6.73	6.73	-	-

**Teamsters Unit B**

Type	FY22 Total Premium	FY22 County	FY22 Employee	FY22 Pay Period
Employee Health	1,137.73	919.02	218.70	109.35
Dependent Health	1,114.16	643.14	471.02	235.51
Dependent - No Spouse	889.99	528.34	361.64	180.82
Medical Reimbursement	535.68	489.26	46.42	23.21
Family Med. Reimburse.	626.30	520.05	106.24	53.12
Dental	35.26	35.26	-	-
Dependent Dental	88.42	20.58	67.84	33.92
Employee Optical	12.50	12.50	-	-
Medicare	406.35	-	406.35	-
Dependent Medicare	406.35	-	406.35	-
25k Life	6.73	6.73	-	-

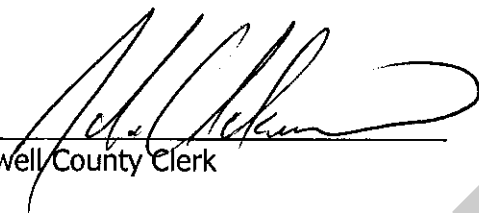
WHEREAS, employees qualifying for and purchasing the employee health benefit who participate in a county sponsored Health Risk Assessment Program which includes compliance with the Health Coaching Program and, when necessary, the Clinical Care Coordination will receive an incentive of \$200 before taxes and up to \$100 before taxes for participation in the Points Program;

THEREFORE BE IT RESOLVED by the County Board that the Tazewell County Employee Health, Life and Dental premiums for FY 2022 be approved.

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

PASSED THIS 29<sup>th</sup> DAY OF SEPTEMBER, 2021.

ATTEST:

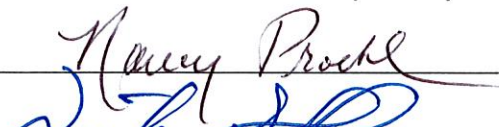






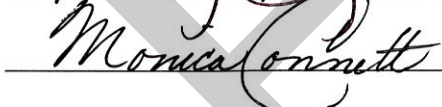

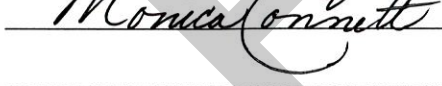
  
\_\_\_\_\_  
Tazewell County Clerk

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

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the Release and Settlement Agreement for \$1,750,000 as presented; and

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

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

PASSED THIS 29<sup>th</sup> DAY OF SEPTEMBER, 2021.

ATTEST:

  
 Tazewell County Clerk

  
 Tazewell County Board Chairman

## RELEASE AND SETTLEMENT AGREEMENT

This release and settlement agreement memorializes the agreement reached on August 6, 2021 by Susan Brown, as Special Representative of the Estate of Matthew Brown (“Plaintiff”) and Tazewell County, Illinois (“the County”).

### RECITALS

Plaintiff filed a lawsuit in the United States District Court for the Central District of Illinois, Case No. 19-cv-1075 (referred to as the “Lawsuit”) alleging claims under federal and state law against Tazewell County, Tazewell County Sheriff’s Office, Tazewell County Sheriff Jeffrey Lower (in his official capacity), Tazewell County Sheriff’s Deputy Randy Davis, and Casey Eccles, as Representative of the Estate of Tazewell County Sheriff’s Deputy Bradley Eccles (collectively referred to as the “Defendants”). Plaintiff’s claims against the Defendants arise out of the shooting and death of Matthew Brown in Tazewell County on April 20, 2018, as is more fully described in Plaintiff’s Second Amended Complaint (Doc. 49).

Because Plaintiff’s claims in the Lawsuit arose out of alleged acts or omissions by Defendants occurring within the scope of their office or employment, the County is authorized and has elected under 725 ILCS 10/9-102 to pay, and indemnify the Defendants for, any amount paid to compromise or settle the Lawsuit.

Subsequently, Plaintiff and the County (collectively referred to as the “Parties”), having had the advice of their respective counsel, decided that to avoid the expense, uncertainty, and burden associated with further litigation, it is in their individual and mutual best interests to settle and compromise Plaintiff’s existing and potential claims against the Defendants, on the terms and conditions set forth in this Agreement, without any admission of fault, liability or wrongdoing on behalf

of the County, Defendants, or any of their officers, agents, or employees.

The Parties negotiated during a settlement conference held by Magistrate Judge Hawley on August 6, 2021, and reached settlement on the terms contained in this Agreement:

1. The foregoing Recitals are incorporated herein by reference and made a part hereof.

2.0 RELEASE OF CLAIMS AGAINST THE DEFENDANTS. In exchange for the payment identified in paragraph 3, which will be made subject to paragraph 4, Plaintiff does hereby on behalf of the Estate, survivors and next kin of decedent Matthew Brown, herself, her spouse and next of kin, and predecessors or successors in interest of the Estate and herself, release, acquit, and forever discharge the Defendants, the County, the Tazewell County Sheriff's Office, and all their other current and former employees, agents, affiliated and related entities, elected and appointed officials and Board members, primary and excess insurers, including the Illinois Counties Risk Management Trust (ICRMT), and any of its subsidiaries, affiliates, joint ventures, parent companies, predecessors-in-interest, successors-in-interest, assigns, as well as past and present principals, executors, directors, partners, members, board members, trustees, agents, attorneys, employees, successors, servants, shareholders, heirs, and volunteers (hereinafter collectively referred to as the "Releasees") from any and all claims, causes of action, demands, rights, damages, expenses and compensation whatsoever, on account of or in any way related to or growing out of any and all injuries, known or unknown, present or which may be discovered at a future date, arising out of Matthew Brown's shooting and death in Tazewell County on April 20, 2018.

2.1 Plaintiff agrees that the release described in paragraph 2.0 covers claims and causes of action against the Releasees for any form of damages, whether compensatory, punitive, statutory, or otherwise, and includes claims and causes of action for all forms of costs, fees (including attorney's fees), or expenses, which have accrued against the Releasees as a result of Matthew Brown's shooting and death in Tazewell County on April 20, 2018.

2.2 Plaintiff also agrees that the release described in paragraph 2.0 covers and bars any and all potential state or federal claims, causes of actions, or legal theories, whether brought under statute or common law, which have been brought or which could have been brought against the Releasees, regardless of whether Plaintiff discovers additional facts or legal theories after the execution of this Agreement.

3.0 PAYMENT. In exchange for the releases and agreements set forth in this Agreement, the County, by its insurer, ICRMT, shall pay Plaintiff the sum of \$1,750,000 (One million seven hundred fifty thousand dollars) in the manner set forth in paragraph 3.1, no later than fourteen business days after all contingencies set forth in paragraph 4 are met.

3.1 Plaintiff acknowledges that the Parties have received notice of a lien dated June 22, 2020 from Central States, Southeast and Southwest Areas Health and Welfare Fund for medical services to Matthew Brown arising out of his shooting and death on April 20, 2018. Plaintiff agrees that this lien must be paid from the settlement payment amount referred to in paragraph 3.0, and the County (or its insurer) will be responsible for making payment directly to the lien-holder and obtaining releases from it. Accordingly, Plaintiff agrees that the payment of \$1,750,000 referred to in paragraph 3.0 shall be made by separate checks as follows:

(a) \$7,858.55 (Seven thousand eight hundred fifty-eight dollars and fifty-five cents) by check payable to the Central States, Southeast and Southwest Areas Health and Welfare Fund, to be delivered to its attorneys Coghlan Law LLC, 161 N Clark Street, Ste 325, Chicago, IL 60601; and

(b) \$1,742,141.45 (One million seven hundred forty two thousand one hundred forty one dollars and forty-five cents) by check payable to "Susan Brown and Hale & Monico LLC" to be delivered to Plaintiff's attorneys at Hale & Monico, LLC, 53 W Jackson Blvd., Ste 337, Chicago, IL 60604.

4. CONTINGENT NATURE OF AGREEMENT. This Agreement and the payment due under paragraph 3 are subject to the following conditions or contingencies:

(a) Final approval of this settlement and Agreement by the Tazewell County Board at its first regularly scheduled monthly meeting after Plaintiff executes this Agreement. The County Board is scheduled to meet on the last Wednesday of each month.

(b) Final order approving this settlement and Agreement entered by the probate division of the Illinois circuit court having jurisdiction over the Estate of Matthew Brown.

5. NO ADMISSION OF WRONGDOING. Plaintiff understands and agrees that this Agreement was reached to settle and compromise uncertain and disputed claims, and that this Agreement and the payment made under this Agreement is not to be construed as an admission of any fault, wrongdoing, or liability on the part of the Defendants or any of the Releasees. The Defendants and Releasees expressly deny any and all fault, wrongdoing, or liability with respect to Matthew Brown's shooting and death in Tazewell County on April 20, 2018, and intend merely to avoid the costs, uncertainty, and burden of further litigation in this matter. Plaintiff agrees that this Agreement is not and shall not be

construed as evidence of or an admission by the Defendants or any of the other Releasees that any claim or fact alleged by Plaintiff is true or correct. Neither this Agreement nor any of its terms shall be offered or received in evidence in any other action or proceeding or used in any manner whatsoever by Plaintiff or any third party as an admission or concession of liability or wrongdoing on behalf of the Defendants or any of the other Releasees.

6. MUTUAL NON-DISPARAGEMENT AGREEMENT. Plaintiff agrees to take no action which is intended, or would reasonably be expected to harm Defendants' reputations or which would reasonably be expected to lead to unwanted or unfavorable publicity to Defendants. Defendants agree to take no action which is intended, or would reasonably be expected to harm Plaintiff's or Decedent Matthew Brown's reputations or which would reasonably be expected to lead to unwanted or unfavorable publicity to Plaintiff or Decedent.

The Parties agree Plaintiff and Defendants, respectively, will suffer damages in the event of a breach of this paragraph. Plaintiff further understands and agrees that her right to receive and retain the payment and consideration described above in Paragraph 3 is conditioned upon her agreement to and compliance with these terms and the other terms of the Agreement. The Parties agree that a breach by Plaintiff or Defendants of the mutual promise not to disparage each other shall be a material breach of this Agreement, for which the non-breaching party will suffer damages, and may seek damages (including the return of any payment and consideration provided to the Plaintiff under this Agreement), including attorneys' fees and costs, injunctive relief and other appropriate relief against the breaching party in a court of law.

7. DISMISSAL OF CLAIMS AGAINST DEFENDANTS. Plaintiff agrees to take necessary action to dismiss with prejudice all claims brought against the Defendants in the Lawsuit immediately after Plaintiff receives the settlement



check from the County or its insurer; or in accordance with the Court's orders in this case.

8. **ATTORNEYS' FEES AND COSTS.** The payment made to Plaintiff under this Agreement is in full and final settlement and satisfaction of all claims against the Defendants and Releasees, expressly including any and all of Plaintiff's attorneys' fees and costs associated with those claims, including costs related to the negotiation and execution of this Agreement. The payment identified in paragraph 3 fully satisfies any obligation or lien that the Defendants or Releasees may have to Hale & Monico, LLC, and any attorney or associate thereof, or any other attorney or law firm that may have previously represented Plaintiff in connection with the claims against the Defendants or Releasees, for attorneys' fees and costs, including costs related to the negotiation and execution of this Agreement. The Parties agree that each Party shall bear their respective costs, including any costs associated with experts and attorneys, and costs related to the negotiation and execution of this Agreement; but excluding reasonable attorney's fees and costs arising out of a breach of this Agreement or to enforce this Agreement. Plaintiff agrees that in any lawsuit or dispute resolution proceeding brought by the Releasee, including Defendants, to enforce their rights under this Agreement or for a breach of this Agreement, the Releasees, including Defendants shall be entitled to the cost of bringing that suit as well as reasonable attorneys' fees. The Releasees, including Defendants, agree that in any lawsuit or dispute resolution proceedings brought by Plaintiff to enforce her rights under this Agreement or for a breach of this Agreement, Plaintiff shall be entitled to the cost of bringing that suit as well as reasonable attorneys' fees.

Should either party be forced to retain counsel to file litigation, or pursue any other dispute resolution proceeding, to enforce their respective rights under this Agreement, then the prevailing party shall be awarded and reimbursed their attorneys' fees and costs incurred in such

proceeding, in connection therewith, from the other party.

9. INDEMNITY AND HOLD HARMLESS. Plaintiff agrees to indemnify and hold harmless the Defendants and the Releasees, from any and all costs, fees, liens, bills, expenses, liabilities, and losses, which might be incurred as a result of any outstanding medical bills or expenses or rights of reimbursements arising before or out of Matthew Brown's shooting and death in Tazewell County on April 20, 2018.

Further, Plaintiff declares that she will hold harmless and indemnify the Defendants and the Releasees from any and all costs, fees, liabilities and losses which might be incurred by indemnities as a result of any outstanding liens (medical, attorney's or other) or rights of reimbursements arising out of Matthew Brown's shooting and death in Tazewell County on April 20, 2018, including the medical lien, as amended, asserted by the Central States, Southeast and Southwest Areas Health and Welfare Fund per its notice of lien dated June 22, 2020.

Further, Plaintiff warrants that she, as Special Representative of the Estate of Matthew Brown, is the sole owner of the rights and claims asserted against the Defendants in this Lawsuit, and that she has made no assignment of any of these rights and claims to anyone, including any family member or other persons who may make a claim against the Defendants or any of the Releasees for money spent on her behalf for damages she allegedly suffered in connection with Matthew Brown's shooting and death in Tazewell County on April 20, 2018.

10. TAX INDEMNIFICATION. Plaintiff acknowledges that no representation has been made by the Defendants as to the appropriate tax treatment of any payments made to Plaintiff or her attorneys under this Agreement. Further, Plaintiff agrees that she shall be solely responsible for, and promises and agrees to pay, any income or other taxes, interest

or penalties owed with respect to the payments referred to in this Agreement, and will indemnify and hold harmless the Defendants and Releasees from and against any interest, penalties or taxes as a result of Plaintiff's failure to report and pay any taxes due on any of the payments.

11. CHOICE OF LAW. The Parties agree that this Agreement shall be governed by and construed and interpreted according to the laws of the State of Illinois.

12. ENTIRE AGREEMENT. The Parties agree that all of the terms, conditions, covenants, promises, and warranties by and between the Parties are contained in this Agreement. Any prior agreements, negotiations, representations, covenants, promises and warranties concerning Plaintiff's claims against the Defendants are merged into this Agreement. If any provision or part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute or ordinance, then the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.

13. MODIFICATION. This Agreement may not be modified in any manner, except by duly executed written consent or agreement of all of the Parties.

14. OTHER. This Agreement may be executed in multiple counterparts, each of which shall constitute an enforceable original, and all such counterparts shall constitute one and the same agreement. This Agreement may be executed by PDF or facsimile signatures which shall be binding on the Parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

[Remainder of this page intentionally left blank]

DRAFT

Plaintiff Susan Brown, as Special Representative of the Estate of Matthew Brown, by execution of this Agreement, represents that she has read the entire document before affixing her signature thereto, that she had an opportunity to and did consult with her attorneys prior to the execution thereof, that she fully understands the terms and conditions of this Agreement and is voluntarily and freely executing this Agreement in consideration of the mutual covenants and promises made therein, and that no additional promises, consideration, or payment has been promised to her for executing and signing this Agreement.

**AGREED:**

**Estate of Matthew Brown,**

By: Susan Brown, *Special Representative of the Estate*  
Susan Brown, as Special Representative of the Estate

Date:

8-27-21

**Tazewell County, Illinois,**

By:

David Zimmerman,  
David Zimmerman, County Board Chairman

As attested by:

John C. Ackerman  
John C. Ackerman, Tazewell County Clerk & Recorder

Date:

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
	_____

_____	
_____	
_____	_____
_____	

**RESOLUTION**

WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize the County's Worker's Compensation, Property, Automobile, Liability, et al. Insurance contract effective December 01, 2021; and

WHEREAS, it is recommended that the County Board approve the contract with Illinois Counties Risk Management Trust (ICRMT) with a cost of \$720,500; and

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

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

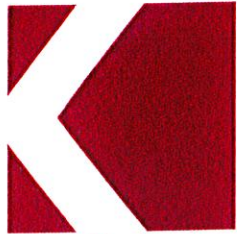
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 29th DAY OF SEPTEMBER, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman



**Kuhl**  
Insurance™

**2021-22 Commercial Proposal Premium Summary**

**\$250,000 Liability Retention**

**\$300,000 Law Enforcement Retention**

**\$25,000 Property & Inland Marine Retention**

**\$25,000 Auto Physical Damage Retention**

	<u>Expiring Coverage Part Annual Premium</u>	<u>Renewal Annual Premium</u>
Commercial Package Coverage Part	<b>\$427,344</b>	<b>\$548,705</b>
Property – <i>total limit of insurance</i>	\$81,289,046	\$84,468,380
Inland Marine	\$3,167,070	\$3,167,070
General Liability		
Employee Benefits		
Law Enforcement		
Public Entity Management		
States Attorney & Public Defenders Coverage		
Employment Practices Liability		
Automobile Liability – <i>total limit of Insurance</i>	\$4,768,324	\$4,491,539
Automobile Physical Damage - # Units	122	116
Cyber Liability – <i>Annual Premium is Reflected</i>		
Umbrella Liability		
 Workers Compensation Coverage Part	 <b>\$160,867</b>	 <b>\$171,795</b>
(\$400,000 Retention) Total Payroll Reported	\$22,488,202	\$23,995,130
 ICRMT “the Value” Fee	 Included	 Included
 Claims One Claim Handling Fee	 Included	 Included
 Kuhl Insurance Agency Service Fee	 <b>\$30,600</b>	 <b>\$30,600</b>
<i>Includes Step 5 Risk Management Program</i>		
<i>Access to all training resources and Risk Manager</i>		
<i>Dedicated Account Manger</i>		
<i>Claims Handling Fees</i>		
<i>Review of all policies and procedures</i>		
<i>Establishment of Safety Review Committee</i>		
<i>24 hour access to our web based program</i>		
<i>24 hour Kuhl &amp; company access through cell phones and answering service</i>		
<i>Unlimited issuance of certificates of Insurance</i>		
<i>All additional service requirements, reports, requirements as determined by you</i>		
 <b>Total Premium:</b>	 <b>\$618,811</b>	 <b>\$751,100</b>



# ILLINOIS COUNTIES RISK MANAGEMENT TRUST

## INSURANCE PROGRAM RENEWAL

### Tazewell County

**PRESENTED BY:**

Kuhl Insurance Agency, Inc.

**Quote Number:**

R4-1000024-2122-02

**POLICY YEAR:**

DEC 01, 2021 - DEC 01, 2022

Administered by





## ABOUT ICRMT

ICRMT is one of the leading insurance programs in Illinois, providing property, casualty, and workers' compensation coverages for Illinois public entities since 1983. Owned by its members and administered by IPMG, ICRMT provides an integrated approach to risk management, claims administration, and underwriting tailored to fit the needs of your entity.

ICRMT provides broad coverages and the most comprehensive service package specifically designed to protect the entity's exposures and budgetary constraints.

### QUICK FACTS

Size: 380+ members

Retention Rate: 97%

Total Premium: \$81 million

### ENHANCED COVERAGES AVAILABLE

- PEDA Coverage available under WC
- Unemployment Insurance
- Crime Coverage up to \$1,000,000



# PROGRAM MANAGEMENT

---

## Insurance Program Managers Group

### ACCOUNT EXECUTIVES

**BOB SPRING**  
*VP of New Business Development*  
Bob.Spring@ipmg.com  
630.485.5885

**KYLE SHELL**  
*Account Executive*  
Kyle.Shell@ipmg.com  
314.704.9976

**JEFF WEBER**  
*Senior Vice President*  
Jeff.Weber@ipmg.com  
314.293.9707

### UNDERWRITING

**DANIEL KOLE**  
*Program Underwriting Associate*  
daniel.kole@ipmg.com  
630.485.5952

**KRISTEN TRACY**  
*VP Public Entity Underwriting*  
Kristen.Tracy@ipmg.com  
630.485.5970

**TODD GREER**  
*Senior Vice President*  
Todd.Greer@ipmg.com  
630.485.5869

### PROGRAM ADMINISTRATION

**JACKIE KING**  
*ICRMT Program Manager*  
Jackie.King@ipmg.com  
630.485.5874

**KIM DIEDERICH**  
*ICRMT Account Assistant*  
Kim.Diederich@ipmg.com  
630.485.5863

**GREGG PETERSON**  
*President/CEO*

# RISK MANAGEMENT & LOSS CONTROL SERVICES

ICRMT Risk Management Services consultants deliver a catalog of resources with material expertise in public entity risk management. The staff has field-based experts in clinical medicine, physical therapy, and advanced degree safety experts. ICRMT's risk consultants have a background working in local law enforcement, fire, and emergency medical services.

The RMS consultants work with each entity to facilitate risk mitigation efforts through policy, training and engineering controls. These controls are delivered onsite and through online training options. ICRMT RMS consultants provide policy and training solutions for all lines of coverage with focus on industry and client loss trends and emerging risks.

## SERVICES INCLUDED

- Use of Force Training
- Jail Policies and Procedures Audits
- Policy and Procedure Implementation
- Auto/Driving Exposure Evaluation
- Employment Practices Strategies, Education, and Training
- Safety Committee Development
- Hiring and Management Strategies
- Law Enforcement Seminars
- Firefighter/EMS Training
- Regulatory Compliances
- Essential Functions Testing Policy
- Employee Drug Testing Policy
- Background Check Policy
- Supervisors/Leadership Development
- Loss Analysis and Trending
- Slip and Fall Prevention Program
- Supervisory/Personnel Safety Training
- Accident Investigation Training
- Hazard Communication Training
- Blood Borne Pathogens Training

### BRIAN DEVLIN

*Sr. VP of Risk Management Services*  
Brian.Devlin@ipmg.com  
630.485.5922

### MARK BELL

*Senior Risk Management Consultant*  
Mark.Bell@ipmg.com  
630.203.5364

### KEVIN MADEIRA

*Risk Management Support Specialist*  
Kevin.Madeira@ipmg.com  
630.203.5295

### DAN LUTTRELL

*Risk Management Consultant*  
Dan.Luttrell@ipmg.com  
224.239.7407

### JEFF BACIDORE

*Risk Management Consultant*  
Jeff.Bacidore@ipmg.com  
630.203.5130

### DEREK MADEIRA

*Risk Management Consultant*  
Derek.Madeira@ipmg.com  
630.203.5164

## CLAIMS MANAGEMENT SERVICES

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IPMG Claims Management Services offers a full-service claims team specializing in the public entity sector. IPMG CMS services claims for property, casualty and workers compensation claims.

IPMG CMS has a staff of 39 including 21 seasoned claims professionals with an average claims experience of over ten years. IPMG CMS's leadership team boasts well over 20 years of experience. IPMG CMS's staff specializes in program business, including unique self-insured retention structures.

### SERVICES INCLUDED

- Dedicated service adjuster approach, which promotes service continuity and trust
- On-line claim reporting and investigation tool through In-Sight with loss experience access
- On-line claim review and claim report generation
- 24-hour contact on every new claim submission
- Clients are updated on all critical events and participate in all major claims decisions
- Quarterly claim file reviews
- Data analytics to quickly identify potential high cost claims
- Tailor made service plans
- Nurse Case Management

#### **MIKE CASTRO**

*Senior Vice President*

Mike.Castro@ipmg.com

630.485.5895

#### **DONNA FROMM**

*WC Team Lead*

Donna.Fromm@ipmg.com

630.485.5950

#### **SUSANNE SKJERSETH**

*P&C Team Leader*

Susanne.Skjerseth@ipmg.com

314.293.9723

## ICRMT FEATURES AND BENEFITS

### Who is an Insured

- An individual while appointed as a director or executive officer
- A volunteer, unpaid worker, leased or temporary worker
- A board member, commissioner, trustee, or council person
- An employee or staff member
- An elected or appointed official or a member of your governing body, board, commission, council or agency of yours
- A partnership or Joint Venture, including a mutual assistance pact, joint powers agreement or similar agreement
- Your Medical Directors in conjunction with the medical facilities covered under this Policy, but only with respect to their administrative duties on your behalf.

### Program Highlights

- Property and Casualty Policy is Non-Auditable
- Terrorism Coverage Included
- The ICRMT Trust Agreement contains a Resolution by the Executive Board making the program Non-Assessable
- Specialized Law Enforcement Risk Management Services
- Open Door Legal Consultation
- Tailored Risk Management Services
- Professional Property Appraisals
- Online Claims Reporting
- Crisis Management Assistance
- Enhanced Case Management
- PEDAs Coverage Available
- Unemployment Insurance Program

This is a summary of coverages provided. Please refer to the full policy for complete coverage, exclusions, and terms & conditions.

## COVERAGE SUMMARY: GENERAL LIABILITY

---

### COVERAGE

	LIMITS
Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000
Products/Completed Operations Annual Aggregate	\$1,000,000
Advertising and Personal Injury	\$1,000,000
<b>Self-Insured Retention: \$250,000 each occurrence</b>	
Sexual Abuse Liability – Claims Made	
Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Retroactive Date:	<b>02/28/2014</b>
Innocent Party Defense Coverage Included	

**Self-Insured Retention: \$250,000**

### COVERAGES INCLUDE

- Liquor Liability
- Medical Professional (Excluding Doctors & Dentists)
- Special Events
- Terrorism
- Volunteers
- Non-Auditable
- Herbicides & Pesticides - \$50,000 Coverage Limits
- Premises Liability

## COVERAGE SUMMARY: VIOLENT EVENT RESPONSE COVERAGE

### COVERAGE

Violent Event Response Coverage

o Per Event Limit:

o Annual Aggregate Limit:

### LIMITS

\$500,000

\$500,000

Self-Insured Retention: \$250,000 each occurrence

### COVERAGES INCLUDE

- Crisis Investigation
- Personal Crisis Management Event Response Team
- Crisis Communication Support, Media Management, Public Relations
- Temporary Security Measures
- The following Sublimited Coverages:

o Medical Expenses

\$25,000 Per Person

o Counseling Service Expenses

\$10,000 Per Person

o Funeral Service Expenses

\$15,000 Per Person

o Per Event Crisis Team Services

\$100,000

o Memorialization Expenses

\$250,000

## COVERAGE SUMMARY: LAW ENFORCEMENT LIABILITY

---

### COVERAGE

	LIMITS
Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000

Self-Insured Retention: \$300,000 each occurrence

### COVERAGES INCLUDE

- Auxiliary Officers
- Intergovernmental/Mutual Aid Agreements
- Jails/Holding Cells
- Good Samaritan
- Commandeered Autos



# COVERAGE SUMMARY: AUTO LIABILITY & PHYSICAL DAMAGE

## AUTO LIABILITY

Each Occurrence

### LIMITS

\$1,000,000

Self-Insured Retention: \$250,000 each occurrence

## UNINSURED & UNDERINSURED MOTORIST LIABILITY

Each Occurrence

NOT COVERED

## AUTO PHYSICAL DAMAGE

Total Scheduled Value

\$4,491,539

Total Agreed Value

\$0

Number of Vehicles

116

Comprehensive Per Loss Self-Insured Retention: \$25,000

Collision Per Loss Self-Insured Retention: \$25,000

\*Or as indicated on the Schedule

## COVERAGES INCLUDE

- |   |           |
|---|-----------|
| • Automatic Liability for Newly Acquired Vehicles (Non-Auditable) | Included  |
| • Newly Acquired Automobiles Physical Damage (Non-Auditable)      | \$500,000 |
| • Hired/Non-Owned Liability                                       | Included  |
| • Hired Auto Physical Damage                                      | Included  |
| • Garagekeepers Legal Liability – per Occurrence                  | \$100,000 |
| • Pollution Caused by Upset/Overturn                              | Included  |
| • Commandeered Autos  | Included  |
| • Loss of Use and Lease Gap Coverage                              | Included  |
| • Rental Reimbursement  | Included  |



# COVERAGE SUMMARY: PUBLIC OFFICIALS LIABILITY

---

## COVERAGE

	LIMITS
Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Retroactive Date: <b>02/28/2005</b>	
Employment Practice Liability	Included
Retroactive Date: <b>02/28/2005</b>	
Employee Benefits Liability	Included
Retroactive Date: <b>02/28/2014</b>	
Self-Insured Retention: <b>\$250,000</b>	

## COVERAGES INCLUDE

- Non-Monetary Legal Defense
  - Each Occurrence \$50,000
  - Annual Aggregate \$50,000
- Sexual Harassment
- Discrimination
- Wrongful Termination
- FOIA/Open Meetings Act
- Attorney's Professional

## COVERAGE SUMMARY: EXCESS LIABILITY

---

Coverage	Underlying Limits	Excess Limit
General Liability	\$1,000,000/\$3,000,000	\$9,000,000
Law Enforcement Liability	\$1,000,000/\$3,000,000	\$9,000,000
Auto Liability	\$1,000,000	\$9,000,000
Public Officials (Claims Made)	\$1,000,000/\$1,000,000	\$9,000,000

### COVERAGES EXCLUDED

- Sanitary Sewer Backup
- Sexual Abuse
- Uninsured/Underinsured Motorist Coverage
- Workers Compensation and Employers Liability
- Unmanned Aircraft
- Cyber Liability
- Claims arising out of the actual or alleged transmission of a communicable disease or virus.



## COVERAGE SUMMARY: CYBER LIABILITY

### COVERAGE

Cyber Liability Coverage

Each Claim

Annual Aggregate

Retroactive Date: 02/13/2015

Deductible: \$25,000

### LIMITS

\$1,000,000

\$1,000,000

### Coverage Include:

Breach Response

\$500,000 (Non-Beazley Vendor/  
\$1,000,000 Beazley Vendor)

Business Interruption Resulting from Security Breach

Included

Business Interruption Resulting from System Failure

\$500,000

Dependent Business Loss Resulting from Dependent Security Breach

\$750,000

Dependent Business Loss Resulting from Dependent System Failure

\$100,000

Cyber Extortion Loss

Included

Data Recovery Costs

Included

Data & Network Liability

Included

Regulatory Defense & Penalties

Included

Payment Card Liabilities & Costs

Included

Media Liability

Included

Fraudulent Instruction

\$75,000

Funds Transfer Fraud

\$75,000

Telephone Fraud

\$75,000

Criminal Reward

\$25,000

Reputation Loss

\$50,000

Claims Preparation Costs for Reputation Loss Only Claims

\$50,000

Computer Hardware Replacement

\$75,000

Invoice Manipulation

\$100,000

Cryptojacking

\$25,000

\*Coverage is provided by Beazley

## COVERAGE SUMMARY: PROPERTY

Blanket Limit of Insurance applies to schedule and appraised Buildings and Business Personal Property that are valued on a Replacement Cost basis. Any property that has not yet been appraised is subject to the 125% Margin Clause.

### COVERED PROPERTY

	LIMITS
Building Value	\$74,823,780
Business Personal Property Including Stationary EDP	\$6,894,600
Personal Property of Others	\$100,000
Newly Constructed or Aquired Property	\$1,000,000
Footbridges	\$100,000
Covered Property in Transit	\$1,000,000

**Deductible: \$25,000**

**\*Or as indicated on the Schedule**

### ADDITIONAL PROPERTY COVERAGES

Earthquake (including mine subsidence)	\$10,000,000
Program Aggregate	\$250,000,000

**Deductible: \$50,000 or 2% of the damaged location; whichever is greater**

Flood	\$10,000,000
Program Aggregate (Excluding Flood Zone A and V)	\$250,000,000

**Deductible: \$50,000 per occurrence**

### COVERED COSTS & EXPENSES

Business Income/Extra Expense	\$1,000,000
Business Income/Extra Expense Increased Limits	\$750,000
Course of Construction (Builders Risk)	\$1,000,000
Debris Removal (whichever is greater)	25% or \$500,000
Pollutant Cleanup and Removal, aggregate in any one Policy Year	\$100,000
Fire Department Service Charge	\$5,000
Fire Protection Equipment Discharge	\$5,000
Ordinance or Law Coverage	\$10,000,000
Preservation of Property	\$100,000
Protection of Property	\$100,000

## COVERAGE SUMMARY: PROPERTY (cont.)

### SUPPLEMENT COVERAGE

	LIMITS	
Unnamed Locations - Unintentional E&O	\$1,000,000	
Communication Towers	\$100,000	
Tree, Shrubs, and Plants are subject to a maximum per item of		
Per Item	\$25,000	
Per Occurrence	\$100,000	
Golf Course Tees and Greens		
Per Item	\$25,000	
Per Occurrence	\$100,000	
Interruption of Computer Operations		
Per occurrence	\$50,000	
Annual Aggregate	\$100,000	
Personal Effects	\$100,000	
Retaining Walls and Other Outdoor Walls	\$10,000	
Underground Sprinkler System	\$100,000	
Utility Services - Direct Damage	\$1,000,000	
Utility Services - Time Element	\$1,000,000	
Limited Fungus/Fungi, Wet Rot, and Dry Rot Coverage		
Direct Damage	\$15,000	
Business Income and Extra Expense	\$15,000	
Extra Expense Number of Days	30 days	
Ancillary Buildings	\$10,000	
Sewer Backup	\$250,000	
Outdoor Property - including but not limited to:	\$100,000	
Fences	Goal Posts	Traffic Lights/Control Boxes
Light Fixtures/Poles	Playground Equipment	Bleachers
Road Signs	Scoreboards	Ticket Booths
Non-Utility Poles	Benches	Dugouts
Fountains	Statues	Bike Racks
Monuments	Fire Hydrants	

All Supplemental Property Coverages are subject to a \$5,000 minimum deductible

## COVERAGE SUMMARY: MOBILE EQUIPMENT & MISC. ARTICLES

---

### SCHEDULED LIMITS

	LIMITS
Mobile Equipment greater than or equal to \$10,000 per item	\$2,519,260
Mobile Equipment less than \$10,000 per item	\$200,503
Voting Equipment	\$667,800

Deductible: \$5,000

\*Or as indicated on the Schedule

### COVERED COSTS & EXPENSES

Fine Arts	\$1,000,000
Accounts Receivable	\$1,000,000
Valuable Papers and Records	\$1,000,000
Contractors Equipment Non-Owned	
Per Item	\$100,000
Per Occurrence	\$250,000
Rental Expense Reimbursement	\$10,000
Pollutant Clean-Up	\$100,000
Fire Department Equipment	\$50,000
Musical Instruments, Athletic Equipment & Uniforms	\$500,000
Unscheduled Watercrafts	\$100,000

## COVERAGE SUMMARY: EQUIPMENT BREAKDOWN

---

COVERAGE	LIMIT
Total Building and Contents Value	\$81,718,380
Deductible: \$25,000	
BI/EE & Utility Interruption Deductible: 24 Hours	

### COVERAGE EXTENSION

Combined Business Income	Included
Combined Extra Expense	Included
Spoilage Damage	Included
Utility Interruption - Time Element	\$10,000,000
Electronic Data or Media	\$10,000,000
Expediting Expenses	Included
Ordinance or Law	\$10,000,000
Hazardous Substance, Contamination, Pollutants	\$10,000,000
Newly Acquired Property	\$1,000,000
Debris Removal	25% or \$500,000
Water Damage	Included
Emergency Power Generating Equipment 1,000 kw or less	Included
Non Emergency Power Generating Equipment is Excluded.	



## COVERAGE SUMMARY: CRIME

---

### COVERAGE

	LIMIT
Blanket Employee Dishonesty	\$500,000
Loss Inside the Premises - Money & Securities	\$500,000
Loss Outside the Premises	\$500,000
Money Orders and Counterfeit Currency	\$500,000
Depositors Forgery or Alterations	\$500,000
Computer Fraud	\$500,000
Funds Transfer Fraud	\$500,000
Social Engineering/False Pretenses	\$50,000

**Deductible: \$5,000**

The ICRMT Crime Form includes coverage for any of your officials who are required by law to give bonds for the faithful performance of their service against Loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law and will meet the requirements for Public Officials bonds up to the statutory limit or policy limit, whichever is less.

## COVERAGE SUMMARY: WORKERS' COMPENSATION

---

### COVERAGE

	LIMIT
Workers' Compensation	Statutory
Employer's Liability Limit	
Each Accident	\$2,500,000
Each Employee for Disease	\$2,500,000

Self-Insured Retention: \$400,000

### ICRMT FEATURES AND BENEFITS

- Volunteers Covered
- Payrolls are subject to an annual audit
- Enhanced Case Management
- Tailored Risk Management Services
- Online Claims Reporting
- Crisis Management Assistance
- Terrorism Coverage Included
- ICRMT Trust Agreement contains a resolution making the program non-assessable

## COVERAGE SUMMARY: WC PREMIUM CALCULATION

CODE	CLASSIFICATION	ESTIMATED PAYROLL	RATE	MANUAL PREMIUM
5506	Street & Road	\$786,193	9.22	\$72,487
5606	Contractor - Supervisor	\$151,193	2.03	\$3,069
7720	Law Enforcement	\$7,646,769	7.42	\$567,390
8601	Architect/Engineer	\$578,668	0.38	\$2,199
8810	Clerical	\$6,445,783	0.50	\$32,229
8820	Attorney - All Employees & Clerical	\$2,696,651	0.16	\$4,315
8831	Animal Control	\$206,952	7.19	\$14,880
8832	Physician/Coroner/Health Department & Clerical	\$4,231,069	0.47	\$19,886
8835	Health Dept - Visiting Nurses/Home Health & Clerical	\$902,166	1.56	\$14,074
9015	Building Operations/Custodial/Maintenance NOC	\$195,350	15.63	\$30,533
9410	Municipal NOC	\$154,336	2.34	\$3,611
	TOTALS	\$23,995,130		\$764,673

Gross Annual Premium		\$764,673
Increased Limit Multiplier	1.02	\$779,967
Minimum Premium	\$1,000	\$779,967
Experience Modifier	1.13	\$881,362
Schedule Modifier	0.22	\$193,900
Expense Modifier		\$193,900
Subtotal		\$193,900
Premium Discount	11.40%	\$171,795
<b>Total Annual Premium</b>		<b>\$171,795</b>

## PREMIUM SUMMARY

Presented By:  
Illinois Counties Risk Management Trust

Named Insured: Tazewell County  
Quote Number: R4-1000024-2122-02  
Policy Year: DEC 01, 2021 - DEC 01, 2022

Coverage Parts	Premium
General Liability	Included
Law Enforcement Liability	Included
Auto	Included
Public Officials Liability - Claims Made	Included
Property	Included
Inland Marine	Included
Equipment Breakdown	Included
Sales Tax Interruption	Not Covered
Crime	Included
Cyber Liability	Included
Excess Liability	Included
Package Premium	\$548,705
Workers' Compensation	\$171,795
<b>Total Annual Premium</b>	<b>\$720,500</b>

# ACCEPTANCE FORM

**Named Insured:** Tazewell County  
**Quote Number:** R4-1000024-2122-02  
**Policy Year:** DEC 01, 2021 - DEC 01, 2022

<b>Total Annual Premium</b>	<b>\$720,500</b>
-----------------------------	------------------

## Terms and Conditions

- The Named Insured can only cancel the Policy at program anniversary and only if 90-day prior written notice of cancellation is given. If required notice is not given, full estimated premium is earned, due and payable.
- All terms and conditions of membership in the Illinois Counties Risk Management Trust are set forth in the Trust by-laws. A copy of this document is available for your review
- Per the Membership Agreement, the member must be with the Trust for 12 months prior to withdrawing and can only withdraw at anniversary date of effective date.
- The following must be received prior to binding:
  - Signed Acceptance Form
  - Intials Cancellation Clause
  - Insured's Contact Information
  - Insured's FEIN
  - Requested Payment Plan       Annual       50/50       25/6

## Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions, attached scheduled items, and premiums proposed by the Illinois Counties Risk Management Trust are accepted effective 12/01/2021.

Signature of Official



10/4/2021  
Date



# 'CRMT INVOICE

Named Insured: Tazewell County  
Quote Number: R4-1000024-2122-02  
Policy Year: DEC 01, 2021 - DEC 01, 2022

<b>Total Annual Premium</b>	<b>\$720,500</b>
-----------------------------	------------------

**Premium Due by Effective Date of Coverage.**

Based upon the payment plan you select, the following down payment is due:

Annual	
50/50	\$360,250
25/6	\$180,125

**Payment Coupon** Please Make Checks Payable to:

Named Insured:	Tazewell County
Quote Number:	R4-1000024-2122-02
Package Premium Remitted:	

Illinois Counties Risk Management Trust  
6580 Solution Center  
Chicago, IL 60677-6005

**AUTO SCHEDULE**

**Tazewell County**

#	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
1	2021	DODGE	Ram 1500 Classic	1C6RR7FG6MS547267	\$25,000	\$25,000		\$20,357
2	2016	FORD	F-150	1FTEX1CF1GKD25438	\$25,000	\$25,000		\$21,373
3	2017	FORD	F150 SUPERCAB 4x4 5S	1FTFX1EF3HKD48111	\$25,000	\$25,000		\$18,963
4	2018	FORD	F-150 SUPERCAB 4X4	1FTEX1EBOJKE60895	\$25,000	\$25,000		\$27,985
5	2011	FORD	EDGE	2FMDK3GC5BBB46954	\$25,000	\$25,000		\$25,998
6	2020	DODGE	RAM TRUCK	1C6RR7XT5LS159036	\$25,000	\$25,000		\$19,972
7	2020	CHEVROLET	SUBURBAN 4WD	1GNSKKKCXHR215818	\$25,000	\$25,000		\$44,879
8	2004	CHEVROLET	EXPRESS SPORTS VAN-12 PASSENGER	1GAHG35U941114387	\$25,000	\$25,000		\$24,741
9	2011	CHEVROLET	IMPALA	2G1WD5EM7B1299168	\$25,000	\$25,000		\$19,474
10	2011	CHEVROLET	IMPALA	2G1WD5EM3B1304009	\$25,000	\$25,000		\$20,777
11	2012	CHEVROLET	IMPALA	2G1WD5E31C1153535	\$25,000	\$25,000		\$18,352
12	2012	CHEVROLET	IMPALA	2G1WD5E36C1151151	\$25,000	\$25,000		\$18,352
13	2018	DODGE	CHARGER	2C3CDXKT1JH295595	\$25,000	\$25,000		\$23,537
14	2021	DODGE	DURANGO STX 4DR AWD-LEASED ENTERPRISE	1C4RDJAG9MC547317	\$25,000	\$25,000		\$34,603

**AUTO SCHEDULE**

**Tazewell County**

#	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
15	2021	DODGE	DURANGO STX 4DR AWD-LEASED ENTERPRISE	1C4RDJAG7MC547316	\$25,000	\$25,000		\$34,603
16	1979	BOAT	TRAILER MODEL 816	5808	\$25,000	\$25,000		\$3,000
17	1996	FORD	VAN	1FTHE24H8THA50909	\$25,000	\$25,000		\$18,823
18	2006	UNIFIED COMMAND	VAN	4UZAASB225CV07000	\$25,000	\$25,000		\$250,000
19	2005	CHEVROLET	SUBURBAN	3GNGK26G35G268611	\$25,000	\$25,000		\$4,000
20	2019	FORD	F-150 Truck	1FTEW1E51KKD16884	\$25,000	\$25,000		\$28,480
21	2006	GMC	SIERRA	1GTEC14X76Z117220	\$25,000	\$25,000		\$17,657
	2013	CHEVROLET	SONIC 4 DOOR SEDEAN	1G1JC5SHXD4237792	\$25,000	\$25,000		\$12,806
23	2014	DODGE	GRAND CARAVAN	2C4RDGBGXER187890	\$25,000	\$25,000		\$15,990
24	2006	CARGO EXPRESS	TRAILER	4U01C14266A026850	\$25,000	\$25,000		\$3,000
25	2016	FORD	ESCAPE	1FMCU9GX6GUB81242	\$25,000	\$25,000		\$15,701
26	2019	FORD	ESCAPE 4X4m224701	1FMCU9GD4KUA25957	\$25,000	\$25,000		\$20,988
27	2019	FORD	PICKUP F150	1FTMF1C53KKD08445	\$25,000	\$25,000		\$25,525
28	1996	TALBERT	LBWY TRAILER	40FND4228T1013204	\$25,000	\$25,000		\$23,170
29	1990	KRONKITE	TRAILER		\$25,000	\$25,000		\$2,000



**AUTO SCHEDULE**

**Tazewell County**

!#	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
30	1995	BILTRITE	TRAILER	48MUS1621SS01 7694	\$25,000	\$25,000		\$500
31	2000	PETERBILT	TRACTOR/SE MI	1XPFDU9X8YS53 8319	\$25,000	\$25,000		\$68,500
32	2001	FORD	F450 TRUCK	1FDXF47F61ED1 5769	\$25,000	\$25,000		\$52,130
33	2002	FELLING	FT24-2 TRAILER	5FTDE242521018 555	\$25,000	\$25,000		\$9,600
34	2007	PETERBILT	357	1NPALBOX67N67 6866	\$25,000	\$25,000		\$130,123
35	2008	KENWORTH	C500	1NKCLBOXX8R21 7042	\$25,000	\$25,000		\$146,369
36	2009	KENWORTH	C500	1NKCLBOX69R24 8550	\$25,000	\$25,000		\$160,714
37	2009	INTERSTATE	TRAILER	1UK500E179106 7852	\$25,000	\$25,000		\$28,045
38	2010	KENWORTH	TANDUM TRUCK	1NKDL00X7AJ26 4686	\$25,000	\$25,000		\$141,850
39	2011	KENWORTH	KENWORTH	2NKHNN7X2BM2 91066	\$25,000	\$25,000		\$98,843
40	2012	FORD	F-150	1FTFX1EF3CFA45 671	\$25,000	\$25,000		\$23,285
41	2012	FORD	F-150	1FTFX1EFXCFC82 206	\$25,000	\$25,000		\$19,034
42	2013	FORD	F-450 XL	1FD0W4GT1DEB 30198	\$25,000	\$25,000		\$32,545
43	2013	FORD	F-350 XL	1FD8W3GT5DEB 42044	\$25,000	\$25,000		\$27,445
44	2013	KENWORTH	T800	1NKDL70X1DR35 7721	\$25,000	\$25,000		\$151,681
45	2015	FORD	F-250 CREW CAB 4X4	1FT7W2B60FEC3 8078	\$25,000	\$25,000		\$24,904
46	2015	KENWORTH	T800	1NKDL70X4FR56 0333	\$25,000	\$25,000		\$152,299

**AUTO SCHEDULE**

**Tazewell County**

#	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
47	2016	TRAILERMAN	TRAILER	5L3CX2228GL000 675	\$25,000	\$25,000		\$8,380
48	2016	KENWORTH	KENWORTH	3BKDL70X1GF49 8368	\$25,000	\$25,000		\$119,224
49	2016	FORD	FORD CARDIO TRANSIT CONNECT	NM0LS7F7XG124 8326	\$25,000	\$25,000		\$25,585
50	2017	KENWORTH	T800	1NKDL70X7HR15 2667	\$25,000	\$25,000		\$170,749
51	2017	FORD	FORD F250 TRUCK	1FT7W2B69HED 20555	\$25,000	\$25,000		\$29,691
52	2018	FORD	FORD F-150 SUPERCREW	1FTFW1E58JKC8 8696	\$25,000	\$25,000		\$31,887
53	2018	KENWORTH	T800	1NKDL70X8JR195 582	\$25,000	\$25,000		\$167,794
54	2019	FORD	F250	1FT7W2BT5KEE8 8237	\$25,000	\$25,000		\$39,549
55	2021	KENWORTH	T800	1NKDLPOX8MR4 27330	\$25,000	\$25,000		\$192,852
56	2020	FORD	F550 Crew Cab 4x4 w/Aerial Lift	1FDOW5HN8LEE 87060	\$25,000	\$25,000		\$120,864
57	2012	FORD	F250 4 DR. TRUCK	1FT7X2A68CEA0 2871	\$25,000	\$25,000		\$22,180
58	2011	T-MANN	TRAILER MODEL # UST6012N35	5L3AX1211BL001 362	\$25,000	\$25,000		\$1,700
59	2011	SUBARU	OUTBACK	4S4BRCBC88332 9730	\$25,000	\$25,000		\$23,994
60	2013	SUBARU	OUTBACK	4S4BRBKCOD330 1353	\$25,000	\$25,000		\$32,000
61	2011	BOAT	MASTER TRAILER	5MUBB2633AF0 14212	\$25,000	\$25,000		\$5,000



**AUTO SCHEDULE**

**Tazewell County**

#	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
62	2012	CHEVROLET	VAN	1GCWGFCA1C11 46905	\$25,000	\$25,000		\$18,862
63	2014	FORD	F250 XLT DIESEL	1FT7W2BT8EEB8 0533	\$25,000	\$25,000		\$25,000
64	2014	FORD	TAURUS	1FAHP2F86EG18 6171	\$25,000	\$25,000		\$22,942
65	2014	FORD	E250 VAN	1FTNE2EW3EDA 65053	\$25,000	\$25,000		\$40,000
66	2014	FORD	EXPLORER	1FM5K8D87EGB3 4867	\$25,000	\$25,000		\$5,993
67	2014	CROSS	TRAILER	4C91W2427E131 0828	\$25,000	\$25,000		\$11,295
68	2015	CHEVROLET	IMPALA	2G1WD5E37F116 2258	\$25,000	\$25,000		\$23,100
69	2015	FORD	EXPLORER POLICE	1FM5K8AR3FGB7 5608	\$25,000	\$25,000		\$26,290
70	2015	CARRY ON	BRAND TRAILER	4YMUL0716FM0 11865	\$25,000	\$25,000		\$599
71	2015	FORD	EXPLORER SUV	1FM5K8F88FGA6 3631	\$25,000	\$25,000		\$32,700
72	2015	CHEVROLET	EXPRESS VAN	1GCWGF8F8F128 2822	\$25,000	\$25,000		\$30,000
73	2016	CHEVROLET	TAHOE POLICE	1GNSKFKC0GR23 6254	\$25,000	\$25,000		\$56,000
74	2016	FORD	EXPLORER POLICE	1FM5K8AR8GGB 74233	\$25,000	\$25,000		\$35,900
75	2017	FORD	EXPLORER POLICE	1FM5K8AR2HGC 35395	\$25,000	\$25,000		\$28,804
76	2017	FORD	EXPLORER POLICE	1FM5K8AR4HGC 35396	\$25,000	\$25,000		\$36,000
77	2017	FORD	EXPLORER POLICE	1FM5K8AR6HGC 35397	\$25,000	\$25,000		\$36,000
78	2017	FORD	EXPLORER POLICE	1FM5K8AR8HGC 35398	\$25,000	\$25,000		\$36,000



**AUTO SCHEDULE**

**Tazewell County**

I #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
79	2017	FORD	EXPLORER POLICE	1FM5K8ARXHGC 35399	\$25,000	\$25,000		\$36,000
80	2017	FORD	FORD F150	1FTEW1EG0HFC2 1350	\$25,000	\$25,000		\$11,801
81	2018	HARLEY	HARLEY DAVIDSON	1HD1FMC12JB64 9138	\$25,000	\$25,000		\$0
82	2018	DODGE	CHARGER	2C3CDXKT6JH21 6292	\$25,000	\$25,000		\$23,797
83	2018	DODGE	CHARGER	2C3CDXKT8JH21 6293	\$25,000	\$25,000		\$23,632
84	2018	DODGE	CHARGER	2C3CDXKTJH21 6294	\$25,000	\$25,000		\$23,632
85	2018	FORD	EXPLORER POLICE	1FM5K8AR3JGB3 4663	\$25,000	\$25,000		\$29,980
86	2018	FORD	EXPLORER POLICE	1FM5K8AR5JGB3 4664	\$25,000	\$25,000		\$29,980
87	2019	DODGE	Charger	2C3CDXKT0KH53 5883	\$25,000	\$25,000		\$25,567
88	2019	DODGE	Durango Pursuit AWD	1C4RDJFG5KC645 637	\$25,000	\$25,000		\$29,147
89	2019	DODGE	Durango Pursuit AWD	1C4RDJFG7KC645 638	\$25,000	\$25,000		\$29,147
90	2019	DODGE	Durango Pursuit AWD	1C4RDJFG9KC645 639	\$25,000	\$25,000		\$29,147
91	2019	DODGE	Charger Pursuit AWD	2C3CDXKT7KH58 2344	\$25,000	\$25,000		\$25,057
92	2019	DODGE	Charger Pursuit AWD	2C3CDXKT9KH58 2345	\$25,000	\$25,000		\$25,057
93	2019	DODGE	Charger Pursuit AWD	2C3CDXKT0KH58 2346	\$25,000	\$25,000		\$25,057
94	2019	CHEVROLET	Tahoe PPV 4WD Pursuit	1GNSKDEC9KR32 2980	\$25,000	\$25,000		\$38,290
95	2019	FORD	EXPLORER	1FM5K8F85KGA1 0959	\$25,000	\$25,000		\$37,200



**AUTO SCHEDULE**

**Tazewell County**

I #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
96	2019	DODGE	Durango Pursuit AWD	1C4RDJFG4KC738763	\$25,000	\$25,000		\$28,997
97	2019	HARLEY	HARLEY DAVIDSON	1HD1FMP18KB659202	\$25,000	\$25,000		\$0
98	2019	CHEVROLET	EXPRESS VAN	1GCWGAFP4K1228211	\$25,000	\$25,000		\$24,020
99	2019	ATS	Speed Trailer	1B9AF5119KP825267	\$25,000	\$25,000		\$0
100	2019	CHEVROLET	TAHOE PPV	1GNSKFKC4KR287605	\$25,000	\$25,000		\$26,265
101	2020	HARLEY	HARLEY DAVIDSON	1HD1FMP12LB645717	\$25,000	\$25,000		\$0
102	2020	DODGE	Durango Pursuit AWD	1C4RDJFG9LC205714	\$25,000	\$25,000		\$28,297
103	2020	DODGE	Charger Pursuit AWD	2C3CDXKT7LH171592	\$25,000	\$25,000		\$25,623
104	2020	DODGE	Charger Pursuit AWD	2C3CDXKT9LH171593	\$25,000	\$25,000		\$25,623
105	2020	DODGE	Charger Pursuit AWD	2C3CDXKT0LH171594	\$25,000	\$25,000		\$25,623
106	2019	DODGE	Ram Truck SSV	1C6RR7XT8KS741212	\$25,000	\$25,000		\$24,806
107	2018	DODGE	CHARGER	2C3CDXJG9JH263708	\$25,000	\$25,000		\$28,650
108	2019	DODGE	DURANGO	1C4RDJAG5KC740643	\$25,000	\$25,000		\$28,765
109	2019	JEEP	GRAND CHEROKEE	1C4RJFAG9KC771870	\$25,000	\$25,000		\$32,475
110	2021	FORD	EXPLORER	1FM5K8ABXMGA00062	\$25,000	\$25,000		\$34,985
111	2021	DODGE	Durango Pursuit AWD	2C3CDXKG8MH526046	\$25,000	\$25,000		\$27,485
112	2021	DODGE	Durango Pursuit AWD	2C3CDXKGXMH526047	\$25,000	\$25,000		\$27,485



**AUTO SCHEDULE**

**Tazewell County**

I#	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
113	2021	DODGE	Durango Pursuit AWD	2C3CDXKG7MH540875	\$25,000	\$25,000		\$27,485
114	2021	DODGE	Durango Pursuit AWD	1C4RDJFG3MC642660	\$25,000	\$25,000		\$30,919
115	2021	DODGE	Durango Pursuit AWD	1C4RDJFG7MC642662	\$25,000	\$25,000		\$30,919
116	2021	DODGE	Durango Pursuit AWD	1C4RDJFG5MC642661	\$25,000	\$25,000		\$30,719
<b>TOTAL AGREED VALUE</b>							<b>\$0</b>	
<b>TOTAL ORIGINAL COST NEW</b>							<b>\$4,491,539</b>	
<b>TOTAL INSURED VALUE</b>							<b>\$4,491,539</b>	

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**PROPERTY SCHEDULE**

**Tazewell County**

#	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
01.01	Courthouse	342 Court Street Pekin, IL 61554	Other Public Building	Replacement Cost / Margin Clause	\$16,289,553	\$1,107,300	\$25,000
01.02	PIO - flagpoles, statue, bike rack, bench, table light pole, memorial	342 Court Street Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$112,099	\$0	\$25,000
02.01	Health Department	21306 IL Route 9 Tremont, IL 61568	Other Public Building	Replacement Cost / Margin Clause	\$3,132,889	\$388,300	\$25,000
02.02	Environmental Health Building	21306 IL Route 9 Tremont, IL 61568	Office	Replacement Cost / Margin Clause	\$396,076	\$68,600	\$25,000
02.03	Storage Building	21306 IL Route 9 Tremont, IL 61568	Storage	Replacement Cost / Margin Clause	\$129,224	\$48,400	\$25,000
02.04	Storage Shed	21306 IL Route 9 Tremont, IL 61568	Storage	Replacement Cost / Margin Clause	\$5,253	\$1,900	\$25,000
02.05	Tornado Shelter	21306 IL Route 9 Tremont, IL 61568	Storage	Replacement Cost / Margin Clause	\$10,506	\$0	\$25,000
02.06	Pavilion	21306 IL Route 9 Tremont, IL 61568	Parks Buildings	Replacement Cost / Margin Clause	\$19,961	\$0	\$25,000
02.07	PIO - Storm Shelter, table, bench	21306 IL Route 9 Tremont, IL 61568	Property in the Open	Replacement Cost / Margin Clause	\$53,686	\$0	\$25,000
03.01	Headquarters/Office	21303-21310 IL Route 9 Tremont, IL 61568	Office	Replacement Cost / Margin Clause	\$674,485	\$114,100	\$25,000
03.02	PIO - light pole, generator	21303-21310 IL Route 9 Tremont, IL 61568	Property in the Open	Replacement Cost / Margin Clause	\$60,094	\$0	\$25,000



**PROPERTY SCHEDULE**

**Tazewell County**

#	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
03.03	Shop	21303-21310 IL Route 9 Tremont, IL 61568	Garage	Replacement Cost / Margin Clause	\$457,011	\$147,200	\$25,000
03.04	Truck Hangar	21303-21310 IL Route 9 Tremont, IL 61568	Garage	Replacement Cost / Margin Clause	\$618,803	\$161,300	\$25,000
03.05	Wick Building	21303-21310 IL Route 9 Tremont, IL 61568	Garage	Replacement Cost / Margin Clause	\$315,180	\$142,000	\$25,000
03.06	Salt Dome	21303-21310 IL Route 9 Tremont, IL 61568	Storage	Replacement Cost / Margin Clause	\$619,854	\$0	\$25,000
03.07	Generator	21303-21310 IL Route 9 Tremont, IL 61568	Property in the Open	Replacement Cost / Margin Clause	\$153,388	\$0	\$25,000
03.08	Leased Bldg (No Property Cov)	21303-21310 IL Route 9 Tremont, IL 61568	Garage	Replacement Cost / Margin Clause	\$0	\$0	\$25,000
03.09	Leased Bldg (No Property Cov)	21303-21310 IL Route 9 Tremont, IL 61568	Garage	Replacement Cost / Margin Clause	\$0	\$0	\$25,000
03.10	Leased Bldg (No Property Cov)	21303-21310 IL Route 9 Tremont, IL 61568	Garage	Replacement Cost / Margin Clause	\$0	\$0	\$25,000
03.11	Leased Bldg (No Property Cov)	21303-21310 IL Route 9 Tremont, IL 61568	Garage	Replacement Cost / Margin Clause	\$0	\$0	\$25,000





**PROPERTY SCHEDULE**

**Tazewell County**

#: #	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
04.01	EMA Building	21302 IL Route 9 Tremont, IL 61568	Office	Replacement Cost / Margin Clause	\$1,059,005	\$143,400	\$25,000
04.02	Radio Tower-55 ft	21302 IL Route 9 Tremont, IL 61568	Radio Tower	Replacement Cost / Margin Clause	\$23,113	\$0	\$25,000
04.03	Radio Tower-120 ft	21302 IL Route 9 Tremont, IL 61568	Radio Tower	Replacement Cost / Margin Clause	\$110,313	\$0	\$25,000
04.04	ESDA Storage Building	21302 IL Route 9 Tremont, IL 61568	Storage	Replacement Cost / Margin Clause	\$219,575	\$49,600	\$25,000
04.05	Shooting Range Training Building	21302 IL Route 9 Tremont, IL 61568	Police / Jails	Replacement Cost / Margin Clause	\$80,896	\$5,800	\$25,000
04.06	Shooting Range Office	21302 IL Route 9 Tremont, IL 61568	Office	Replacement Cost / Margin Clause	\$14,708	\$3,200	\$25,000
04.07	Shooting Range Shed	21302 IL Route 9 Tremont, IL 61568	Storage	Replacement Cost / Margin Clause	\$5,253	\$1,900	\$25,000
04.08	EMA Storage Building	21302 IL Route 9 Tremont, IL 61568	Storage	Replacement Cost / Margin Clause	\$9,455	\$2,300	\$25,000
04.09	PIO - generator, fencing, flagpoles, light pole, table, fencing, spot light	21302 IL Route 9 Tremont, IL 61568	Property in the Open	Replacement Cost / Margin Clause	\$145,193	\$0	\$25,000
05.01	Tazewell Building	414 Court Street Pekin, IL 61554	Other Public Building	Replacement Cost / Margin Clause	\$2,766,230	\$248,400	\$25,000
05.02	PIO - lighting	414 Court Street Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$15,509	\$0	\$25,000



**PROPERTY SCHEDULE**

**Tazewell County**

#	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
06.01	Old Post Office	334 Elizabeth Street Pekin, IL 61554	Other Public Building	Replacement Cost / Margin Clause	\$4,366,294	\$246,600	\$25,000
06.02	PIO - bench, bike rack smoking receptacle, light pole, trash bin	334 Elizabeth Street Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$9,771	\$0	\$25,000
07.01	McKenzie Building	11 South 4th Street Pekin, IL 61554	Office	Replacement Cost / Margin Clause	\$9,465,906	\$776,000	\$25,000
07.02	PIO - smoking receptacle, park bench, table, bike rack, stone sign	11 South 4th Street Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$4,623	\$0	\$25,000
07.03	Storage Shed	11 South 4th Street Pekin, IL 61554	Storage	Replacement Cost / Margin Clause	\$4,202	\$1,600	\$25,000
07.04	Generator	11 South 4th Street Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$111,364	\$0	\$25,000
08.01	Tornado Siren	126 BRANDY DR Mackinaw, IL 61755	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
10.01	Tornado Siren	16473 E LAKE WINDERMERE RD Tremont, IL 61568	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
11.01	Tornado Siren	210 NORTHERN OAKS DR Groveland, IL 61535	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
12.01	Tornado Siren	21764 GRANADA DR Delavan, IL 61734	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000



**PROPERTY SCHEDULE**

**Tazewell County**

#	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
13.01	Tornado Siren	17900 RED SHALE HILL RD Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
14.01	Tornado Siren	15972 FURROW RD Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
15.01	Tornado Siren	14465 CHESTER L RD Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
16.01	Tornado Siren	11824 WAGONSELLER RD Cincinatti Twp, IL 61564	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
17.01	Tornado Siren	14065 TOWNLINE RD Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
18.01	Tornado Siren	13600 N MANITO RD (Spring Lake) Manito, IL 61546	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
20.01	Tornado Siren	6111 BAUER RD Manito, IL 61546	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
21.01	Tornado Siren	8573 COUNTRY VIEW DR Manito, IL 61546	Property in the Open	Replacement Cost / Margin Clause	\$30,157	\$0	\$25,000
22.01	Justice Center	101 S. Capitol Street Pekin, IL 61554	Police / Jails	Replacement Cost / Margin Clause	\$27,230,501	\$2,458,300	\$25,000
22.02	PIO - light pole, trash bin, brick sign	101 S. Capitol Street Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$54,946	\$0	\$25,000
22.03	Generator	101 S. Capitol Street Pekin, IL 61554	Property in the Open	Replacement Cost / Margin Clause	\$294,168	\$0	\$25,000



**PROPERTY SCHEDULE**

**Tazewell County**

#	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
22.04	Storage Garage	101 S. Capitol Street Pekin, IL 61554	Garage	Replacement Cost / Margin Clause	\$66,188	\$12,200	\$25,000
23.01	Arcade Building	17 South Capitol Street Pekin, IL 61554	Other Public Building	Replacement Cost / Margin Clause	\$4,240,222	\$424,500	\$25,000
24.01	Animal Control	21314 IL Route 9 Tremont, IL 61568	Other Public Building	Replacement Cost / Margin Clause	\$554,717	\$161,300	\$25,000
24.02	Tornado Shelter	21314 IL Route 9 Tremont, IL 61568	Storage	Replacement Cost / Margin Clause	\$14,708	\$0	\$25,000
24.03	Storage Shed	21314 IL Route 9 Tremont, IL 61568	Storage	Replacement Cost / Margin Clause	\$9,455	\$3,000	\$25,000
24.04	Radio Tower	21314 IL Route 9 Tremont, IL 61568	Radio Tower	Replacement Cost / Margin Clause	\$110,313	\$0	\$25,000
24.05	Radio Tower Building	21314 IL Route 9 Tremont, IL 61568	Storage	Replacement Cost / Margin Clause	\$40,973	\$1,800	\$25,000
24.06	PIO - fencing	21314 IL Route 9 Tremont, IL 61568	Property in the Open	Replacement Cost / Margin Clause	\$2,892	\$0	\$25,000
26.01	Tornado Siren (Not Located @ Appraisal - Please Confirm Address)	210 W MAIN ST Green Valley, IL 61534	Property in the Open	Replacement Cost / Margin Clause	\$37,696	\$0	\$25,000
27.01	Dental Clinic (Leased - No Property Cov)	135 Radio City Drive North Pekin, IL 61568	Other Public Building	Replacement Cost / Margin Clause	\$0	\$0	\$25,000
28.01	Children's Advocacy Bldg (Leased - No Building Cov)	341 Buena Vista Pekin, IL 61554	Other Public Building	Replacement Cost / Margin Clause	\$0	\$75,000	\$25,000



**PROPERTY SCHEDULE**

**Tazewell County**

#	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
29.01	Leased Bldg (No Property Cov)	1500 South Capitol Pekin, IL 61554	Other Public Building	Replacement Cost / Margin Clause	\$0	\$0	\$25,000
30.01	Leased Bldg (No Property Cov)	601 Springfield Road Pekin, IL 61554	Other Public Building	Replacement Cost / Margin Clause	\$0	\$0	\$25,000
31.01	Leased Bldg (No Property Cov)	Route 9 Pekin, IL 61554	Other Public Building	Replacement Cost / Margin Clause	\$0	\$0	\$25,000
32.01	Storage Building #1	14616 Dee Mack Road Mackinaw, IL	Storage	Replacement Cost / Margin Clause	\$210,120	\$77,400	\$25,000
32.02	Storage Building #2	14616 Dee Mack Road Mackinaw, IL	Storage	Replacement Cost / Margin Clause	\$135,527	\$23,200	\$25,000
33.01	Leased Bldg (No Property Cov)	1800 Broadway Street Pekin, IL 61554	Other Public Building	Replacement Cost / Margin Clause	\$0	\$0	\$25,000
					<b>TOTAL BUILDING VALUE</b>	<b>\$74,823,780</b>	
					<b>TOTAL BPP VALUE</b>	<b>\$6,894,600</b>	
					<b>TOTAL PROPERTY IN THE OPEN VALUE</b>		
					<b>TOTAL INSURED VALUE</b>	<b>\$81,718,380</b>	

**INLAND MARINE SCHEDULE**

**Tazewell County**

File Equipment greater than or equal to \$10,000 per item

IM #	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER	DEDUCTIBLE	VALUE
1		WISS/FALLS Snow Wing			\$5,000	\$10,000
10		6150		748213	\$5,000	\$89,689
11	2014	Polaris 567cc (ATV)		230759	\$5,000	\$11,537
14		CAT 40 KW Generator			\$5,000	\$13,104
18		6150		748518	\$5,000	\$89,689
21		6150		748778	\$5,000	\$89,689
22		CAT Olympian D25-4S			\$5,000	\$14,175
24	2005	315-C CAT Excavator		CJC02224	\$5,000	\$120,000
26		Global Positioning System			\$5,000	\$23,200
32	2000	W/ Bonnell Snow Plow			\$5,000	\$10,250
34	2017	Wheel Loader	CAT	CAT0950MHJ1S 00256	\$5,000	\$188,182
35	2000	Hyster C530 AH Roller		1762	\$5,000	\$48,300
37	1997	Alamo FM-201997 Boom			\$5,000	\$19,964
40		6150		747846	\$5,000	\$89,689
43	1999	Domar R500RDH Road W		61358501	\$5,000	\$41,900
45	2003	Yale GP060TG Forklift		A87B21228A	\$5,000	\$21,180
46	2009	Vactron Vacuum Excav		5HZBF16239LE 91315	\$5,000	\$40,000
47	2006	Schulte XH1500 Flex			\$5,000	\$16,448
49		HX15 John Deere		625056	\$5,000	\$12,427
50		OCE TDS 4452			\$5,000	\$17,495
51	1975	Boston Whaler 15' w/Boat Master Trailer			\$5,000	\$89,048
56	2006	CAT 143H Motor Grader		APN00816	\$5,000	\$351,673
57		WISS/FALLS Snow Wing			\$5,000	\$18,345
60		HX15 John Deere		62552	\$5,000	\$12,427
62	2014	Polaris 567cc (ATV)		242386	\$5,000	\$11,537
64		Veermeer 1250 BC (199			\$5,000	\$18,950



**INLAND MARINE SCHEDULE**

**Tazewell County**

#	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER	DEDUCTIBLE	VALUE
67	2017	CAT 430F IT (Leased)		HWG00401	\$5,000	\$123,043
68		CAT 950 Wheel Loader			\$5,000	\$188,192
69		Backloader	Caterpillar	HWG00401	\$5,000	\$118,350
71		16' John Boat			\$5,000	\$10,000
73		Misc. Mobile Equipment Over \$10K - must get scheduled			\$5,000	\$331,034
74		Sewer Cleaner	Aquatech	84600299	\$5,000	\$13,725
75	2016	CAT Compact Track Loader		DX200889	\$5,000	\$45,525
77	2019	Wheel Loader	Caterpillar	1765	\$5,000	\$220,493

DRAFT



**INLAND MARINE SCHEDULE**

**Tazewell County**

**Non-Motorized Equipment less than \$10,000 per item**

IM #	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER	DEDUCTIBLE	VALUE
2		WISS/FALLS Snow Wing			\$5,000	\$9,900
3		All American Shoulder Disk			\$5,000	\$4,890
6		Wausau HSP 4812 Snow Plow			\$5,000	\$7,312
7	2011	Polaris 550 ATV		317623	\$5,000	\$7,636
8		Wausau HSP 4860 HW Snow Plow			\$5,000	\$6,761
9		WISS/FALLS Snow Wing			\$5,000	\$8,445
12		Bonnell Snow Plow			\$5,000	\$8,251
13		Henderson 8' Snow Wi			\$5,000	\$3,934
15		EDCO Traffic Line Remover			\$5,000	\$4,915
16	1991	Rosco Vibrastat Roller		22505, G411457	\$5,000	\$1,500
		Swenson Model SADS 6"			\$5,000	\$4,482
19		Wilton Drill Press &			\$5,000	\$3,121
20		Wausau HSP 4812 Snow Plow			\$5,000	\$7,312
23		Wausau HSP 4860 Snow Plow			\$5,000	\$8,703
25		Swenson Model STCC			\$5,000	\$4,886
27		Bonnell Snow Plow			\$5,000	\$8,200
29		Bonnell Snow Plow			\$5,000	\$4,995
31	2001	24' JUSTICE BOAT	WCG00118B111		\$5,000	\$1,000
33		Trimble GPS Unit			\$5,000	\$7,310
37		EZ-Liner 583 Paint S			\$5,000	\$2,390
38		Target Saw FS 250			\$5,000	\$5,040
42		Trimble GPS Unit			\$5,000	\$1,500
44		Wausau HSP 5671 Snow Plow			\$5,000	\$8,700





**INLAND MARINE SCHEDULE**

**Tazewell County**

#	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER	DEDUCTIBLE	VALUE
52		Honda 5000W Generator			\$5,000	\$2,300
53		Kessler Dynamic Cone			\$5,000	\$1,647
54		Olympus 26MG Ultraso			\$5,000	\$1,421
55		Hotsy Power Washer 982SS			\$5,000	\$7,500
58		Wausau HSP 4860 Snow Plow			\$5,000	\$8,912
59		CAT BA25 Broom			\$5,000	\$7,494
61		WISS/FALLS Snow Wing			\$5,000	\$9,500
63		Wausau HSP 4812 Snow Plow			\$5,000	\$9,838
65		Dultmeier Weed Spray			\$5,000	\$2,747
66		Wausau HSP 5672 Snow Plow			\$5,000	\$9,961
72			Evinrude		\$5,000	\$5,000
76		Elec Trelling Motor	Minn Kota	J030MK00851	\$5,000	\$3,000

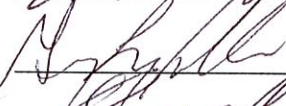

**Voting Equipment**

IM #	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER	DEDUCTIBLE	VALUE
70		Voting Equipment			\$5,000	\$667,800
<b>TOTAL INSURED VALUE</b>					<b>\$3,387,563</b>	

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the proposal from Kuhl Insurance as the Agent of Record for the County's Worker's Compensation, Property, Automobile, Liability, et al effective December 01, 2021; and

WHEREAS, the cost for their agency service fee is \$30,600; and

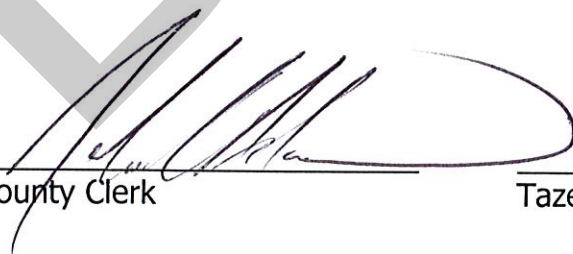
WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize the Board Chairman to sign and execute any applicable documents.

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

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

PASSED THIS 29th DAY OF SEPTEMBER, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman



**Kuhl Insurance**<sup>SM</sup>  
Protect | Advocate | Serve

632 W. Jefferson Street  
Morton, IL 61550

T 309 266 7300

F 309 266-5453

[www.kuhlinsurance.com](http://www.kuhlinsurance.com)

October 1, 2021

Tazewell County  
Wendy Ferrill  
11 S. 4th Street  
Pekin IL 61554

Dear Wendy:

This letter is to notify you that in compliance with SB 1996 of the State of Illinois and under the authority of Section 507.1 of the Illinois Insurance Code, that a service fee in the amount of \$30,600.00 has been added to your policy for Agency Service Fee.

Understand that if the coverage described above is cancelled or non-renewed for any reason, this fee is fully earned, and no portion of the service fee will be refunded or returned.

Sincerely

In further compliance with that law, your signature and date signed acknowledging your receipt of this letter is required. Please sign below and return to our office.

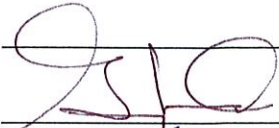
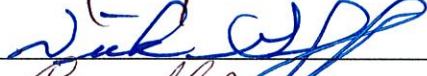

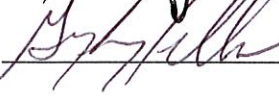

  
\_\_\_\_\_  
Signature of Policyholder/Title

**COMMITTEE REPORT**

E-21-146

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, a Proclamation of a Disaster in Tazewell County was implemented on March 18, 2020 due to the COVID-19 pandemic and extensions subsequently approved; and

WHEREAS, the Tazewell County Board authorizes a sixth extension of the Disaster Proclamation through December 31, 2021.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and all Tazewell County Department Heads and Tazewell County Elected Officials.

PASSED THIS 29<sup>TH</sup> DAY OF SEPTEMBER, 2021.

ATTEST:

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

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

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

Whereas, the Open Meetings Act, 5 ILCS 120/2.06, requires in relevant part:

"The public body shall periodically, but no less than semi-annually, meet to review minutes and recordings of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection."

Whereas, the State's Attorney's Office has reviewed such minutes or recordings and made recommendations as detailed below, providing that all recordings of meetings herein listed as Open and shall be destroyed and the minutes of those meetings as of this date shall be available for public inspection:

**County Board**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/24/03	Personnel/Pending Litigation	Closed
10/29/03 at 6:39 p.m.	Land Acquisition	Closed
10/29/03 at 7:03 p.m.	Probable Litigation	Closed
08/31/05	Pending Litigation	Closed
05/31/06	Land Acquisition	Closed
06/28/06	Personnel	Closed
07/26/06	Land Acquisition	Closed
06/25/08	Pending Litigation	Closed
04/24/19	Pending Litigation	Closed

**Executive/Risk Management Committee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
8/1/02	Pending Litigation	Closed
1/23/03	Pending Litigation	Closed
01/21/04	Pending Litigation	Closed
04/21/04	Pending Litigation	Closed

08/18/04	Pending Litigation	Closed
10/9/06	Pending Litigation	Closed
01/23/08	Pending Litigation	Closed
05/21/08	Pending Litigation	Closed
07/30/08	Pending Litigation	Closed
09/24/08	Pending Litigation	Closed
10/22/08	Pending Litigation	Closed
04/22/09	Pending Litigation	Closed
01/20/10	Pending Litigation	Closed
8/31/11	Pending Litigation	Closed
12/14/11	Pending Litigation	Closed
01/18/12 at 4:01 p.m	Pending Litigation	Closed
02/29/2012	Pending Litigation	Closed
1/23/13	Pending Litigation	Closed
5/22/13at 4:04 p.m.	Pending Litigation	Closed
9/18/13	Pending Litigation	Closed
10/23/13	Pending Litigation	Closed
10/23/13	Personnel	Closed
11/20/13	Personnel	Closed
02/19/14	Pending Litigation	Closed
04/30/14 at 7:04 p.m.	Pending Litigation	Closed
05/21/14	Pending Litigation	Closed
06/18/14	Pending Litigation	Closed
08/20/14	Pending Litigation	Closed
09/17/14	Pending Litigation	Closed
10/22/14	Pending Litigation	Closed
11/12/14 at 4:03 p.m.	Pending Litigation	Closed
06/17/15	Pending Litigation	Closed
07/22/15	Pending Litigation	Closed
08/19/15	Pending Litigation	Closed
10/21/15	Pending Litigation	Closed
01/20/16	Pending Litigation	Closed
03/23/16	Pending Litigation	Closed
04/20/16	Pending Litigation	Closed
05/25/16	Pending Litigation	Closed
06/29/16	Pending Litigation	Closed
08/24/16 at 4:01 p.m.	Pending Litigation	Closed
09/21/16	Pending Litigation	Closed
10/29/16	Pending Litigation	Closed
01/18/17 at 4:01 p.m.	Pending Litigation	Closed
01/18/17 at 4:15 p.m.	Pending Litigation	Closed
04/19/17	Pending Litigation	Closed
06/21/17	Pending Litigation	Closed
10/18/17	Pending Litigation	Closed
11/8/17	Pending Litigation	Closed
01/24/18	Pending Litigation	Closed
03/28/18	Pending Litigation	Closed
04/18/18	Pending Litigation	Closed
05/23/18	Pending Litigation	Closed
06/20/18	Pending Litigation	Closed
07/18/18 at 4:04 p.m.	Pending Litigation	Closed
07/18/18 at 4:47 p.m.	Personnel	Closed
08/22/18 at 4:00 p.m.	Pending Litigation	Closed
08/22/18 at 4:45 p.m.	Pending Litigation	Closed
09/19/18 at 4:00 p.m.	Pending Litigation	Closed
09/19/18 at 5:20	Personnel	Closed

10/24/18	Pending Litigation	Closed
01/23/19	Pending Litigation	Closed
03/20/19	Pending Litigation	Closed
05/22/19	Pending Litigation	Closed
07/24/19	Pending Litigation	Closed
07/31/19	Pending Litigation	Closed
10/23/19	Pending Litigation	Closed
11/14/19	Pending Litigation	Closed
01/22/20	Pending Litigation	Closed
05/20/20	Pending Litigation	Closed
01/20/21	Pending Litigation	Closed
02/19/21	Pending Litigation	OPEN
03/24/21	Land Acquisition/Leasing	Closed
06/23/21	Pending Litigation	Closed
07/21/21	Personnel	Closed
05/19/21	Pending Litigation	Closed
08/18/21	Pending Litigation	Closed

### **Human Resources/Finance and Budget Committee**

<b><u>Date</u></b>	<b><u>Reason for Closed Session</u></b>	<b><u>Action</u></b>
9/16/03	Collective Bargaining/Salary Schedules	Closed
9/29/03	Collective Bargaining/Salary Schedules	Closed
11/18/03	Collective Bargaining	Closed
01/20/04	Collective Bargaining/Salary Schedules	Closed
02/03/04	Collective Bargaining	Closed
03/23/04	Collective Bargaining	Closed
07/20/04	Personnel	Closed
01/18/05	Collective Bargaining/Salary Schedules	Closed
10/17/06	Pending Litigation	Closed
05/19/09	Collective Bargaining/Salary Schedules	Closed
06/16/09	Collective Bargaining/Salary Schedules	Closed
07/21/09	Personnel	Closed
01/19/10	Collective Bargaining/Salary Schedules	Closed
02/16/10	Personnel	Closed
03/23/10	Personnel	Closed
04/20/10	Collective Bargaining/Salary Schedules	Closed
05/04/10	Collective Bargaining/Salary Schedules	Closed
05/18/10	Collective Bargaining/Salary Schedules	Closed
06/22/10	Collective Bargaining/Salary Schedules	Closed
06/30/10	Collective Bargaining/Salary Schedules	Closed
07/20/10	Collective Bargaining/Salary Schedules	Closed
8/17/10	Collective Bargaining/Salary Schedules	Closed
9/20/10	Collective Bargaining/Salary Schedules	Closed
10/19/10	Collective Bargaining/Salary Schedules	Closed
12/7/10	Collective Bargaining/Salary Schedules	Closed
1/18/11	Collective Bargaining/Salary Schedules	Closed
2/23/11	Collective Bargaining/Salary Schedules	Closed
4/19/11	Collective Bargaining/Salary Schedules	Closed
5/17/11	Collective Bargaining/Salary Schedules	Closed
9/20/11	Personnel	Closed
11/8/11	Collective Bargaining/Salary Schedules	Closed
12/5/11	Collective Bargaining/Salary Schedules	Closed
01/17/12	Collective Bargaining/Salary Schedules	Closed
01/25/12	Collective Bargaining/Salary Schedules	Closed

06/19/12	Collective Bargaining/Salary Schedules	Closed
07/19/12	Collective Bargaining/Salary Schedules	Closed
08/21/12	Collective Bargaining/Salary Schedules	Closed
09/18/12	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 4:09 p.m.	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 5:16 p.m.	Pending Litigation	Closed
11/5/12	Collective Bargaining/Salary Schedules	Closed
1/22/13	Collective Bargaining/Salary Schedules	Closed
2/19/13 at 4:22 p.m.	Collective Bargaining/Salary Schedules	Closed
2/27/13	Collective Bargaining/Salary Schedules	Closed
5/21/13	Collective Bargaining/Salary Schedules	Closed
10/22/13	Collective Bargaining/Salary Schedules	Closed
04/30/14 at 6:23 p.m.	Collective Bargaining/Salary Schedules	Closed
05/20/14	Collective Bargaining/Salary Schedules	Closed
06/17/14 at 5:36 p.m.	Personnel	Closed
06/17/14 at 6:06 p.m.	Collective Bargaining/Salary Schedules	Closed
07/22/14	Pending Litigation	Closed
09/16/14	Collective Bargaining/Salary Schedules	Closed
10/21/14	Collective Bargaining/Salary Schedules	Closed
11/10/14	Collective Bargaining/Salary Schedules	Closed
11/19/14	Collective Bargaining/Salary Schedules	Closed
12/10/14	Collective Bargaining/Salary Schedules	Closed
03/17/15	Collective Bargaining/Salary Schedules	Closed
03/25/15	Collective Bargaining/Salary Schedules	Closed
04/29/15	Collective Bargaining/Salary Schedules	Closed
07/21/15 at 4:45	Collective Bargaining/Salary Schedules	Closed
09/22/15	Collective Bargaining/Salary Schedules	Closed
09/30/15 at 6:34 p.m.	Collective Bargaining/Salary Schedules	Closed
10/20/15 at 3:44 p.m.	Collective Bargaining/Salary Schedules	Closed
11/09/15	Collective Bargaining/Salary Schedules	Closed
01/19/16	Collective Bargaining/Salary Schedules	Closed
08/23/16	Collective Bargaining/Salary Schedules	Closed
11/7/16 at 3:47 p.m.	Personnel	Closed
11/7/16 at 4:07 p.m.	Collective Bargaining/Salary Schedules	Closed
06/20/17	Collective Bargaining/Salary Schedules	Closed
09/27/17	Collective Bargaining/Salary Schedules	Closed
10/25/17	Collective Bargaining/Salary Schedules	Closed
01/23/18	Collective Bargaining/Salary Schedules	Closed
11/06/18	Collective Bargaining/Salary Schedules	Closed
01/22/19	Collective Bargaining/Salary Schedules	Closed
03/19/19 at 3:50	Collective Bargaining/Salary Schedules	Closed
03/19/19 at 3:54	Collective Bargaining/Salary Schedules	Closed
05/21/19	Collective Bargaining/Salary Schedules	Closed
06/18/19	Collective Bargaining/Salary Schedules	Closed
11/13/19 at 4:24	Pending Litigation	Closed
11/13/19 at 4:41	Collective Bargaining/Salary Schedules	Closed
01/21/20	Collective Bargaining/Salary Schedules	OPEN
02/18/20	Collective Bargaining/Salary Schedules	OPEN
08/18/20	Collective Bargaining/Salary Schedules	Closed
09/22/20	Collective Bargaining/Salary Schedules	Closed
11/09/20	Collective Bargaining/Salary Schedules	Closed

## Property Committee



<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
03/21/06	Pending Litigation	Closed
03/21/06	Land Acquisition	Closed
04/18/06	Land Acquisition	Closed
4/26/06	Land Acquisition	Closed
07/18/06	Land Acquisition	Closed
05/22/07	Pending/Imminent Litigation	Closed
07/17/07	Land Acquisition	Closed
08/21/07	Land Acquisition	Closed
10/16/07	Land Acquisition	Closed
11/14/07	Land Acquisition	Closed
06/13/08	Land Acquisition	Closed
06/17/08	Land Acquisition	Closed
07/22/08	Personnel	Closed
09/16/08	Land Acquisition	Closed
10/21/08	Land Acquisition	Closed
11/13/08	Land Acquisition	Closed
01/20/09	Land Acquisition	Closed
03/17/09	Land Acquisition	Closed
3/23/10	Land Acquisition	Closed
8/17/10	Land Acquisition	Closed
1/18/11	Land Acquisition	Closed
5/21/13	Land Acquisition	Closed
6/18/13	Land Acquisition	Closed
8/20/13	Land Acquisition	Closed
9/10/13	Land Acquisition	Closed
10/22/13	Land Acquisition	Closed
06/17/14	Pending Litigation	Closed
07/22/14	Pending Litigation	Closed
07/30/14	Pending Litigation	Closed
12/10/14	Land Acquisition	Closed

### Health Services Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
1/17/01	Pending Litigation	Closed
4/9/02	Pending Litigation	Closed
7/17/02	Pending Litigation	Closed
12/17/04	Pending Litigation	Closed
12/10/09	Pending Litigation	Closed
06/12/14	Personnel	Closed
08/09/18	Pending Litigation	Closed
05/13/21	Personnel	OPEN
08/12/21	Land Acquisition/Leasing	Closed

### Insurance Review Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
3/18/02	Personnel	Closed
6/19/03	Personnel	Closed
6/24/04	Personnel	Closed
12/1/05	Personnel	Closed
12/8/05	Personnel	Closed
12/15/05	Personnel	Closed
04/06/06	Personnel	Closed
08/03/06	Personnel	Closed

02/08/07	Personnel	Closed
04/12/07	Personnel	Closed
12/8/11	Personnel	Closed
2/14/13	Risk Management	Closed
8/18/13	Risk Management	Closed
10/12/17	Risk Management	Closed

### **Ad Hoc Tax Subcommittee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/26/06	Personnel	Closed
11/20/06	Personnel	Closed
12/14/06	Personnel	Closed
01/04/07	Pending/Imminent Litigation	Closed
07/10/07	Personnel	Closed

### **Collective Bargaining/Grievance Committee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
4/10/13 at 11:00 a.m.	Personnel	Closed
4/10/13 at 1:01 p.m.	Personnel	Closed
5/2/13 at 1:36 p.m.	Personnel	Closed
5/2/13 at 2:12 p.m.	Personnel	Closed
10/1/13	Personnel	Closed
12/17/13 at 9:02 a.m.	Personnel	Closed
12/17/13 at 9:21 a.m.	Personnel	Closed
06/16/14	Personnel	Closed
06/26/14	Personnel	Closed
07/22/14	Personnel	Closed
09/23/14	Personnel	Closed
06/08/16	Personnel	Closed
05/11/18	Personnel	Closed
01/06/20	Personnel	Closed

### **Hay Group Sub-Committee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/24/14	Collective Bargaining/Salary Schedules	Closed

### **Transportation Committee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
11/12/19 at 9:03 a.m.	Collective Bargaining/Salary Schedules	Closed

### **Ad Hoc HR Search Committee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
03/19/21	Appointing or Removing Public Official	OPEN
04/01/21	Appointing or Removing Public Official	OPEN
04/12/21	Appointing or Removing Public Official	OPEN
04/14/21	Appointing or Removing Public Official	OPEN
04/21/21	Appointing or Removing Public Official	OPEN
05/04/21	Appointing or Removing Public Official	OPEN
05/07/21	Appointing or Removing Public Official	OPEN

Whereas, your Executive Committee recommends that the County Board approve the recommendation

of the State's Attorney's Office regarding the six month review of closed session minutes and recordings.

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

BE IT FURTHER RESOLVED that all closed session minutes available for public inspection be placed in the appropriate minute books, the corresponding recordings be destroyed, and that such minutes and recordings remaining closed to the public shall be kept separately under seal, all within the Office of the County Clerk.

PASSED THIS 29th DAY OF September, 2021.

ATTEST:

COUNTY CLERK

BOARD CHAIRMAN

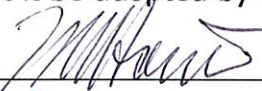

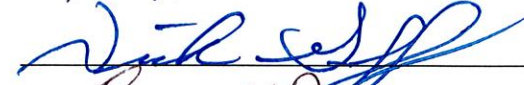
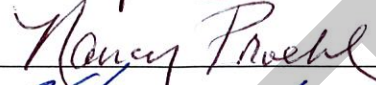




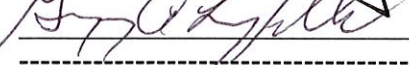
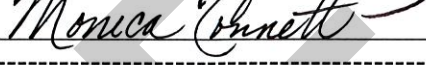
DRAFT

**COMMITTEE REPORT**

E-21-148

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 fourth invoice to Kenyon & Associates for the design and construction engineering for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$2,357.15; and

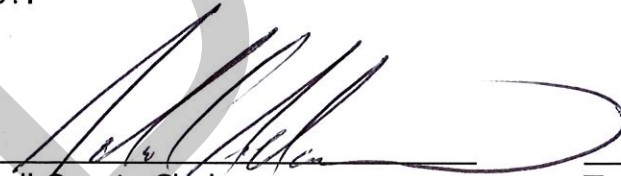
WHEREAS, the contract was awarded by the Tazewell County Board in February 2021 for the total amount of \$33,000.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer, the Auditor and Greater Peoria Economic Development Council Grant Consultant, Jim Cummings, of this action

PASSED THIS 29<sup>th</sup> DAY OF SEPTEMBER, 2021.

ATTEST:

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

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

**TO:**

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

**DATE:**

September 9, 2021

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

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

BASIC SERVICES FEE BREAKDOWN

Construction Documents	\$23,100.00
Construction Administration	<u>9,900.00</u>
	\$33,000.00

WORK COMPLETED TO DATE

Construction Documents - 70% Complete	\$16,170.00
Less Previous Invoice	<u>13,860.00</u>

Balance Due	\$2,310.00
-------------	------------

REIMBURSABLES

Mileage	<u>47.15</u>
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TOTAL DUE	\$2,357.15
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**TAZEWELL COUNTY ACCESSIBILITY UPGRADES  
AT VARIOUS BUILDINGS GRANT #18-248591**

**SCOPE OF SERVICES TO DATE**

Invoice #13194 - June 2, 2021 - \$2,103.69 (Services \$2,079.00; Photocopies \$1.68; Mileage \$23.01)

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

Invoice #13200 - July 7, 2021 - \$4,927.48 (Services \$4,851.00; Mileage \$76.48)

We have completed the base sheets for all building site locations and have begun the process of design for the new layouts at all site locations.

Invoice #13207 - August 10, 2021 - \$6,930.00

Architect continues on with construction documents. The specification manual has been started and the mechanical, electrical, and plumbing engineers have begun their design work.

Invoice #13216 - September 9, 2021 - \$2,357.15 (Services \$2,310.00; Mileage \$47.15)

Construction documents continue to be developed. A review meeting has been held with Jim Cummings to verify status of drawings. Engineers are still continuing on with their design drawings. Specification manual has started to be assembled.

		PD
Basic Services Fee	\$33,000.00	
Invoice #13194	<u>2,079.00</u>	8/4/21
	\$30,921.00	
Invoice #13200	<u>4,851.00</u>	8/23/21
	\$26,070.00	
Invoice #13207	<u>6,930.00</u>	
	\$19,140.00	
Invoice #13216	<u>2,310.00</u>	
	\$16,830.00	

DRAFT

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

Tazewell County Monthly Resolution List - September 2021

09/09/2021

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
09-21-001	0621083E	SAL	JENNIFER STEPHEN	13-13-16-105-001	807.40	0.00	0.00	57.40	450.00	0.00	300.00

Totals

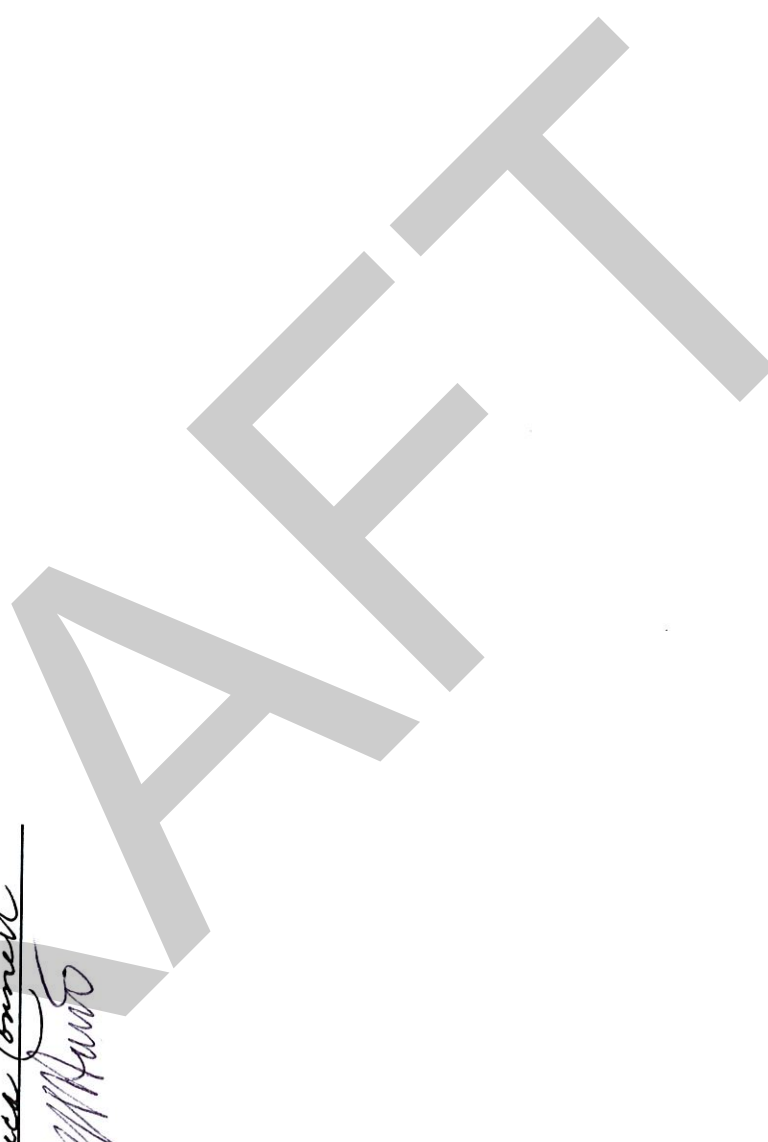
\$807.40	\$0.00	\$0.00	\$57.40	\$450.00	\$0.00	\$300.00
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*Michelle*  
*Robert*  
*Carol*  
*Jim*  
*Nancy*

*Mark*  
*John*  
*Marisa*

Committee Members

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





Tazewell County September 2021 Resolutions  
Future Taxes for Properties Sold at Auction

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## ROUTE TO TREASURER

Dear Treasurer,

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

<u>Item #</u>	<u>Date Sold</u>	<u>Purchaser</u>	<u>Future Taxes Due Beginning</u>
0621083E	06/25/2021	Jennifer Stephen	January 1, 2022 payable 2023

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*Parcel(s) Involved: 13-13-16-105-001*

DRAFT



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

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

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-16-105-001

As described in certificate(s) : 201500927 sold October 2016

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

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

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

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

ADOPTED by roll call vote this 29TH day of SEPTEMBER,

ATTEST:

  
\_\_\_\_\_  
CLERK

  
\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

**TAZEWELL COUNTY**  
TRUSTEE PAYMENT ACCOUNT

**BUSEY BANK**  
PEKIN, IL 61554  
70-232-711

2513

**PAY** EXACTLY FOUR HUNDRED FIFTY DOLLARS ONLY

TO THE ORDER OF	Joseph E. Meyer & Assoc Inc Tazewell County Tax Agent	I.D. NO. 0621083E	DATE 09/01/2021	AMOUNT \$450.00
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FOR Sale-Jennifer Stephen  
09-21-001

*White Stephen*

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002513⑈ ⑆071102568⑆ 00343420⑈

**TAZEWELL COUNTY**  
TRUSTEE PAYMENT ACCOUNT

**BUSEY BANK**  
PEKIN, IL 61554  
70-232-711

2514

**PAY** EXACTLY THREE HUNDRED DOLLARS ONLY

TO THE ORDER OF	Tazewell County Collector	I.D. NO. 0621083E	DATE 09/01/2021	AMOUNT \$300.00
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FOR Sale-Jennifer Stephen  
09-21-001

*White Stephen*

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002514⑈ ⑆071102568⑆ 00343420⑈

**TAZEWELL COUNTY**  
TRUSTEE PAYMENT ACCOUNT

**BUSEY BANK**  
PEKIN, IL 61554  
70-232-711

2515

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

TO THE ORDER OF	Tazewell County Recorder	I.D. NO. 0621083E	DATE 09/01/2021	AMOUNT \$57.40
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FOR Sale-Jennifer Stephen  
09-21-001

*White Stephen*

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002515⑈ ⑆071102568⑆ 00343420⑈

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

1) Agent mails to Committee for approval:

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

**Received**

SEP 13 2021

Tazewell County  
Board Office

2) Committee:

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

3) County Board:

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

4) County Treasurer:






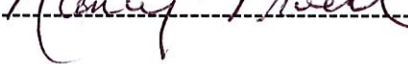
- a) Signs all checks
- b) Retains one copy of each resolution
- c) Retains Treasurer's check(s) for deposit
- d) Forwards Clerk's check (if any) to clerk
- e) Returns 1 copy of each resolution with Agent, Auctioneer, Recorder and Purchaser refund check (if any) to:





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

**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 that pursuant to State Statutes, Reapportionment of the County for Election of County Board shall have three (3) districts in Tazewell County as follows:

District #1 - Pekin, Cincinnati, Spring Lake, Sand Prairie, Malone, and Delavan Townships in their entirety;

District #2 - Groveland, Morton, Elm Grove, Tremont, Dillon, and Hopedale Townships in their entirety;

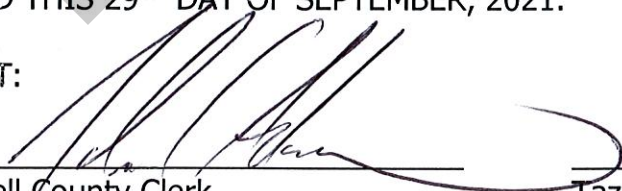
District #3 - Fondulac, Washington, Deer Creek, Mackinaw, Little Mackinaw, Boynton, and Hittle Townships in their entirety.

THEREFORE BE IT RESOLVED that the County Board approve having three (3) districts as specified above.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office and the County Clerk's Election Division of this action.

PASSED THIS 29<sup>TH</sup> DAY OF SEPTEMBER, 2021.

ATTEST:

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

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

# Tazewell County Board Districts September 2021

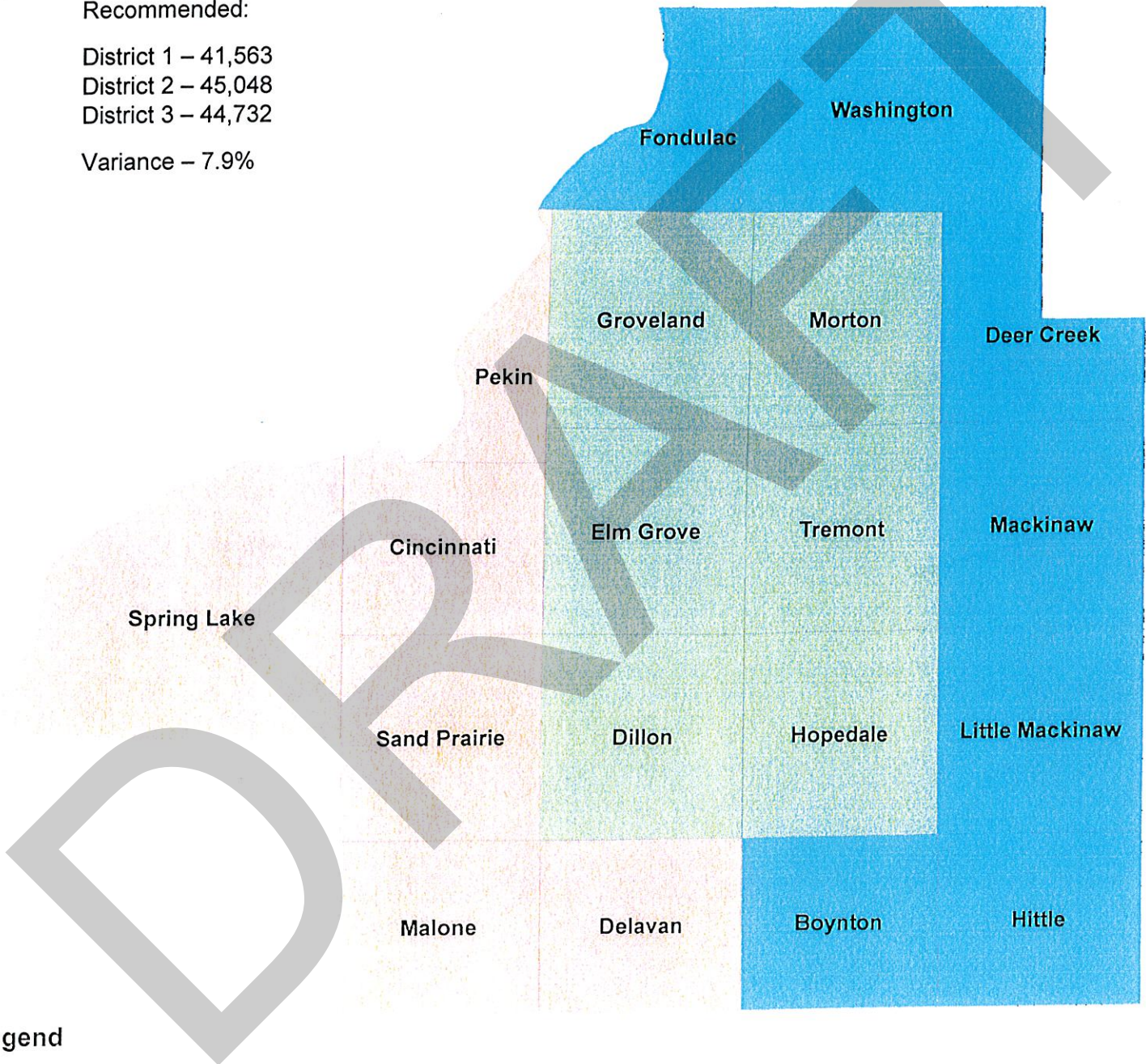
Recommended:

District 1 – 41,563

District 2 – 45,048

District 3 – 44,732

Variance – 7.9%



## Legend

### Township\_Map

<all other values>

#### NAME

- District 1
- District 2
- District 3



1 inch = 10,696 feet

Source: Tazewell County GIS

**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:

\_\_\_\_\_

\_\_\_\_\_

*Carroll James*

\_\_\_\_\_

*Tim Jester*

\_\_\_\_\_

*Myra O'Connell*

\_\_\_\_\_

*Nancy Brock*

*Shirley*

\_\_\_\_\_

*William*

\_\_\_\_\_

*John*

\_\_\_\_\_

*Min*

\_\_\_\_\_

*Monica*

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board that pursuant to State Statutes, the County Board shall consist of seven (7) elected members beginning in year 2022 for each of the three (3) districts in Tazewell County;

THEREFORE BE IT RESOLVED that the County Board approve having seven (7) County Board members for each of the three districts (total of 21 members) in Tazewell County.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office of the filing of the apportionment plan for Tazewell County.

PASSED THIS 29<sup>TH</sup> DAY OF SEPTEMBER, 2021.

ATTEST:

\_\_\_\_\_

*[Signature]*

Tazewell County Clerk

\_\_\_\_\_

*[Signature]*

Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brian Becker of 8810 Townline Road, Manito, IL 61546 to the Spring Lake Drainage District for a term commencing September 01, 2021 and expiring August 31, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Brian Becker to the Spring Lake Drainage District and we recommend said reappointment be approved.


**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Brian Becker to the Spring Lake Drainage District.

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

PASSED THIS 29<sup>th</sup> DAY OF SEPTEMBER 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman



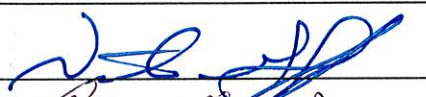




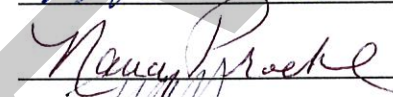

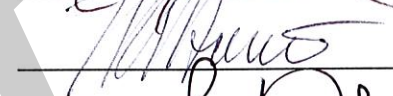

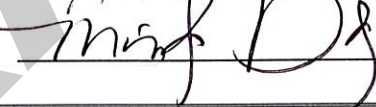
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Michael Harris of Box 245, Mackinaw, IL 61755 to the Local Landfill Review Board for a term commencing October 01, 2021 and expiring September 30, 2024.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Michael Harris to the Local Landfill Review Board and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Michael Harris to the Local Landfill Review Board.

The County Clerk shall notify the County Board Office of this action.

PASSED THIS 29<sup>th</sup> DAY of SEPTEMBER, 2021.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman