
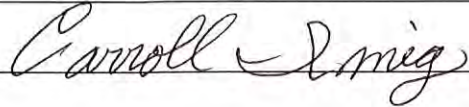
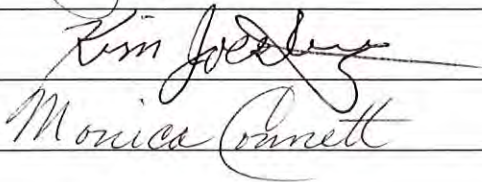



LU-22-01
COMMITTEE REPORT

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 a Contractual Agreement with Garry Grugan d/b/a GPRI Build Safe, LLC an independent contractor to perform Commercial Plan Review for Fire and 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, this Agreement will replace a current agreement with Tony Griffin d/b/a/ Safety First who is retiring. Said agreement shall be in full force and effective from February 1, 2022 through November 30, 2022


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 Garry Grugan d/b/a GPRI Build Safe, LLC.

Adopted this 26th day of January, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

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

This agreement entered this 26th day of January 2022, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND GARRY GRUGAN d/b/a GPRI BUILD SAFE, LLC an independent contractor to perform the services of COMMERCIAL PLAN REVIEW AND INSPECTIONS FOR FIRE AND LIFE SAFETY, 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 the COMMERCIAL FIRE AND LIFE SAFETY PLANS REVIEWER AND INSPECTOR, to perform Life Safety and Fire 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 Review and Inspections during the course of this agreement. The Community Development Administrator shall give Contractor up to five (5) business days from receipt of project materials or another mutually agreed upon time frame for review.
- b. For all inspections related to Fire and Life Safety 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 Contractor are desired. Contractor understands that the Tazewell County Community Development Department will, whenever possible, provide twenty-four (24) hour notice 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 less than twenty-four (24) hours when mutually agreed upon.
- c. The Community Development Administrator shall be responsible for collecting all fees related to Fire and Life Safety Review for Commercial Permits.

- d. 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.
- e. 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.
- f. 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.
- g. 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 each for Life Safety, Fire Alarm, Fire Suppression Sprinkler Review up to 49,999 square feet and \$350.00 each for structures at 50,000 or more square feet. Each fee would also include a 2nd review if the initial review fails and also includes the final inspection for Certificate of Occupancy.
- b. \$250.00 each for Commercial Kitchen Suppression Hood System Review for kitchens with 1 to 3 Hoods and \$350.00 each for Kitchens with 4 or more Hoods. Each fee would also include a 2nd review if the initial review fails and also includes the final inspection for Certificate of Occupancy.
- c. Additional inspections that may be needed will be charged at \$50.00 per hour with mileage to be included in the rate.
- d. 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 February 1, 2022 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



Garry Grugan d/b/a GPRI Build
Safe, LLC
Independent Contractor

GPRI BUILD SAFE, LLC

Fire & Life Safety Plan Review, Inspection & Consulting Services
Garry A. Grugan 105 Fawn Ct Washington, IL 61571
gruganplanreview@gmail.com

2022 Fee Schedule (Fees Valid Through December 31, 2022)

Life Safety, Fire Alarm & Fire Suppression Sprinkler Plan Review Services

- | | |
|---|---------------|
| 1) Buildings 1-49,999 Square Feet | \$250.00 Each |
| 2) Buildings > or = to 50,000 Square Feet | \$350.00 Each |

Fee includes one of either a Life Safety Review, Fire Alarm Review, Fire Suppression Sprinkler Review, one re-review of the same and the final inspection with documentation.

Commercial Kitchen Suppression Hood System Review

- | | |
|---------------------------------|---------------|
| 1) Kitchen with 1 to 3 Hoods | \$250.00 Each |
| 2) Kitchen with 4 or more Hoods | \$350.00 Each |

Fee includes the Hood Review, one re-review and the final inspection with documentation.

Any re-reviews for services above that fail and require a third review or more shall incur a full fee charge based on the conditions stated above and at every odd-numbered instance thereafter.

Life Safety, Fire Alarm, Sprinkler, and/or Hood Inspections required before or after the included final inspection along with existing building services to include routine/complaint life safety inspections, occupant load calculations, etc. (All on-site services):

\$50.00 per hour from time of leaving office to time of return to office plus documentation time (1 hour minimum charge per instance, 30 minute increments thereafter, mileage included)

Consulting Services (Research, meetings, formal document & e-mail preparation, phone consultation >15 mins, etc. that is not directly related to one of the above pre-arranged invoiced services)

\$50.00 per hour (15 minute minimum charge, 15 minute increments thereafter)

The municipality reserves the right to charge and retain from the contractor, building or property owners any additional fees they require above the fees stated here to cover their administrative costs as deemed appropriate.

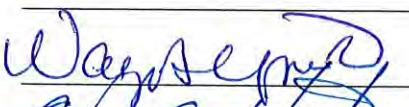
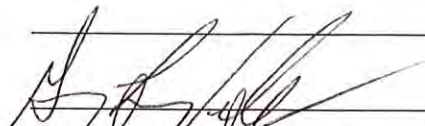
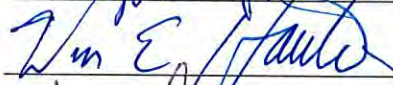
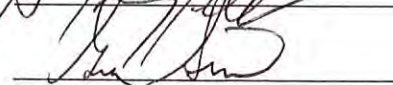

Monthly invoices will be provided on the 25th or closest business day of each month with payment due by the 15th day of the following month unless other arrangements are mutually agreed upon.

Payment by check may be made to "GPRI Build Safe LLC" and mailed to:
GPRI Build Safe, LLC
105 Fawn Ct
Washington, IL 61571

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Village of Morton manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

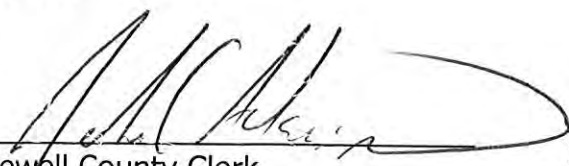
WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of \$23,175 to the Village of Morton.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

APPENDIX B
TAZEWELL COUNTY 2022 GRANT COVER SHEET

Date of Application 10/27/2021

City/Village Name Village of Morton

Street Address 120 N Main

City & Zip Code Morton, IL 61550

Phone Number 309-266-5361

Project Manager Craig Loudermilk

Phone Number 309-266-5361

Email cloudermilk@morton-il.gov

Base Grant Amount \$23,175

Additional Grant Funds Requested _____
(for pharmaceutical drop off sites or purchase of recycling bins**see Appendix D)

Recycling Program Description

1. Service Provider: Village of Morton
2. Number of Participating Households: approximately 6,000
3. Frequency of Collection: 2 weeks in Spring, 6 weeks in Fall
4. Items Collected: Landscape waste

Solid Waste Collection Description

1. Service Provider: n/a
2. Name/Location where waste is landfilled: n/a

Jeffrey L. Kaufman

Jeffrey L. Kaufman
Signature

10/27/2021

Printed name of Applicant Official

Signature

Date

APPENDIX C

(Copy for additional projects if necessary)

Project Summary:

The Village of Morton provides a free landscape waste drop-off site to its residents. The purpose of the program is to eliminate as much landscape waste from entering the local landfill or other locations as possible. The waste collected is recycled by an outside vendor which grinds the material for mulch.

The program provides the citizens with an alternative method of disposing of their landscape waste in lieu of burning, placing it for collection to the landfill or dumping in wooded areas. Citizens are reminded of the purpose of the program and the materials that can be recycled. We have recycled an average of 945 tons of such waste per year over the past three years.

Statement of Work

a) Project Plan

The Village utilizes space at its Wastewater Treatment Facility at 2625 S. Fourth Ave. for a drop off site for landscape waste. Allowable items include:

- leaves
- branches under 4" in diameter and 5' in length
- grass clippings

Proof of residency is required and staff are on hand to examine materials being brought in.

The Village engages R&R Services of Argenta, IL to collect the material deposited and grind it into mulch for reuse.

We see approximately 6,000 visitors to our site over the 2 periods.

The program is reviewed at our Village Board of Trustees meetings which are broadcast on Comcast and 1-3 channels, is available on You-Tube and our website. The program information is provided on our website and Face Book page. Many citizens inquire throughout the year on the availability of the drop-off program.

b) Project Participants

This program is solely administered by the Village through its Public Works staff with assistance of our Police Auxiliary.

APPENDIX D

\$2000 cap on the pharmaceutical drop off site grant and a \$1000 cap on the recycling bin grant.

Use this form if you are interested in receiving additional grant funds the County is offering. These funds are *only for the purpose* to promote pharmaceutical drop off sites or for the purchase of recycling bins within a community.

Project Summary:

Statement of Work

c) **Project Plan**

d) **Project Participants**

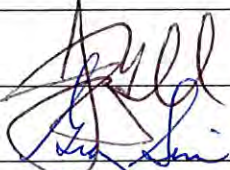
Complete the budget table below

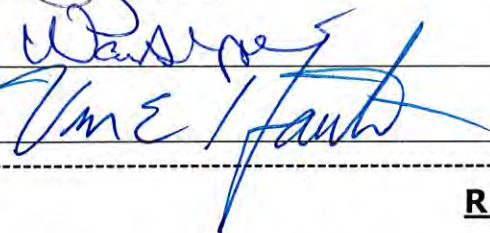
Expected funding			
1 Village General Fund monies			21,825.00
			21,825.00
Equipment requests in order of priority #1 would be the first choice			
1			-
2			-
3			-
4			-
5			-
6			-
7			-
8			-
9			-
Equipment request total			-
Program Advertising and Education			-
			-
			-
			-
			-
Program Advertising and Education Total			-
Other, please specify			
Recycling of landscape waste - total annual contract cost			45,000.00
			-
			-
			-
Other Total			45,000.00
Net Grant Requested			(23,175.00)
Yes	Pharmaceutical Grant Option	\$2,000.00	-
Yes	Recycle Bin Option	\$1,000.00	-
	Total Award		(23,175.00)

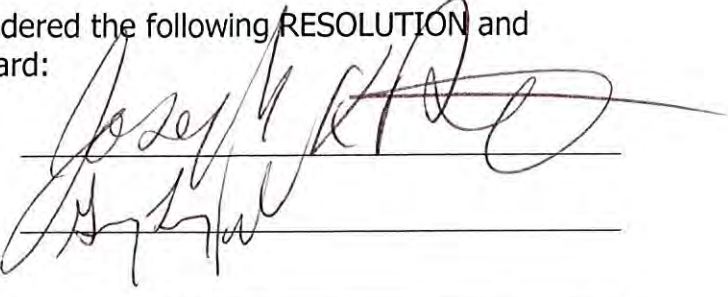
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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







RESOLUTION

WHEREAS, the City of Pekin manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the grant amount of \$70,010 to the City of Pekin.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

APPENDIX B
TAZEWELL COUNTY 2022 GRANT COVER SHEET

Date of Application 11/10/2021

City/Village Name CITY OF PEKIN

Street Address 1208 KOCH ST

City & Zip Code PEKIN 61554

Phone Number 309-478-5431

Project Manager BRETT OLSON

Phone Number 815-878-4009

Email BAOLSON@CI.PEKIN.IL.US

Base Grant Amount \$103,000.00

Additional Grant Funds Requested \$1,000.00
(for pharmaceutical drop off sites or purchase of recycling bins**see Appendix D)


Recycling Program Description

1. Service Provider: AREA RECYCLE-PDC
2. Number of Participating Households: 3,000-4,0000
3. Frequency of Collection: WEEKLY
4. Items Collected: PAPER & CARDBOARD, 1-7 PLASTIC, ALUMINUM, METAL

Solid Waste Collection Description

1. Service Provider: CITY OF PEKIN
2. Name/Location where waste is landfilled: INDIAN CREEK-HOPEDALE

BRETT OLSON



11/10/2021

Printed name of Applicant Official

Signature

Date

APPENDIX C

(Copy for additional projects if necessary)

Project Summary:

The City of Pekin will utilize funding to offset the cost of the tipping fees of all the recycling material collected during weekly curbside pickup. This will allow the City to keep the cost of recycling in the community to a minimum, which will allow possible expansion of services to neighboring areas not in corporate city limits. This grant will also help keep the equipment needed for the recycling program in good repair making for a more efficient operation of the recycling program. This grant would also help us educate both the residents of Pekin and schools with stickers for carts that show what is recyclable, and informative pamphlets showing the advantages of recycling and how it benefits the city and the environment.

Statement of Work

- a) Project Plan
 - 1.) To have weekly curbside recycling services available for all of City of Pekin residents as well as Pekin schools and the Pekin Park District to divert solid waste from the landfill.
 - 2.) To keep necessary equipment and carts in good repair for an efficient operation of the recycling program.
 - 3.) To continue to educate the public on the many benefits of recycling.

- b) Project Participants
 - 1.) City of Pekin residents
 - 2.) City of Pekin schools
 - 3.) City of Pekin
 - 4.) Pekin Park District

APPENDIX D

(Copy for additional projects if necessary)

\$2000 cap on the pharmaceutical drop off site and \$1000 cap on the recycling bin grant

Use this form if you are interested in receiving additional grant funds the County is offering. These funds are only for the purpose to promote pharmaceutical drop off sites or the purchase of recycling bins within a community.

Project Summary:

The City of Pekin would like to use the grant money to raffle off 20 carts to promote recycling within the city and to give people the opportunity to receive a cart that may not have the funds available to do so.

Statement of Work

a) Project Plan

- 1.) To purchase 20 additional carts to raffle off to promote recycling in the community and give people the opportunity to receive a cart that may not have the funds available to purchase one otherwise. We would also look into provide schools with carts as needed.

b) Project Participants

- 1.) City of Pekin
- 2.) City of Pekin residents
- 3.) City of Pekin schools

Complete the budget table below

Equipment requests in order of priority #1 would be the first choice

	1 TRUCK REPAIRS		\$25,000.00
	2 CART REPAIRS		\$1,000.00
	3		\$0.00
	4		\$0.00
	5		\$0.00
	6		\$0.00
	7		\$0.00
	8		\$0.00
	9		\$0.00
Equipment request total			\$26,000.00
Program Advertising and Education			
	1 STICKERS FOR RECYCLE CARTS		\$5,000.00
	2 INFORMATIONAL PAMPHELETS FOR RESIDENTS & SCHOOLS		\$2,000.00
	3		\$0.00
	4		\$0.00
	5		\$0.00
Program Advertising and Education Total			\$7,000.00
Other, please specify			
	1 TIPPING FEES FOR CURBSIDE PICKUP		\$70,000.00
	2		\$0.00
	3		\$0.00
	4		\$0.00
Other Total			\$70,000.00
Equipment+Advertising+Education+Other			\$1,000.00
No	Pharmaceutical Grant Option	\$2,000.00	\$0.00
Yes	Recycle Bin Option	\$1,000.00	\$1,000.00
	Total Award		\$104,000.00



City of Pekin

SOLID WASTE DEPARTMENT

Our budget for recycling is attached. Our fiscal year goes from May 1st to April 30th. We plan to use the grant money for truck & cart repairs, tipping fees, education, and recycle carts. Other funds come from the wastewater billing and garbage fees that residents pay.

CITY OF PEKIN - Fiscal Year 2021-2022 Operating and Capital Budgets

SOLID WASTE

Account Code	Account Name	FY 2018		FY 2019		FY 2020		FY 2021		FY 2022
		Actuals	Actuals	Actuals	Actuals	FY21 Adopted Budget	Estimated Year End Actuals from 10 Month Trend	Recommended Budget		
223-026-518300	Workers Comp Insurance	\$ 5,455	\$ 7,224	\$ 7,033	\$ 6,468					\$ 6,468
223-026-518700	Mileage	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-519000	Training And Education	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-520200	Office Supplies	\$ 30	\$ -	\$ -	\$ -					\$ -
223-026-520400	Postage	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-522400	General Supplies	\$ 357	\$ 171	\$ 98	\$ -					\$ -
223-026-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-529000	Equipment	\$ 2,597	\$ 4,733	\$ 4,998	\$ 5,000	\$ 10,000	\$ 5,000			\$ 10,000
223-026-534000	Automotive Expense	\$ 35,871	\$ 28,332	\$ 14,570	\$ 7,226					\$ 9,000
223-026-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-538000	Maintenance Agreements	\$ 331	\$ -	\$ -	\$ -					\$ -
223-026-550100	Utilities	\$ 699	\$ 659	\$ 664	\$ 501					\$ 550
223-026-550300	Telephone	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-551000	Printing And Publications	\$ 378	\$ 260	\$ 435	\$ 210	\$ 1,000	\$ 210			\$ 500
223-026-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-554300	Uniforms And Tools	\$ 904	\$ 250	\$ 312	\$ 1,224	\$ 800	\$ 1,224			\$ 1,250
223-026-555000	Radio Expense	\$ 438	\$ 146	\$ -	\$ 127	\$ 500	\$ 127			\$ 500
223-026-556100	Gasoline/diesel Fuel	\$ 16,365	\$ 4,458	\$ 9,528	\$ 2,068	\$ 10,000	\$ 2,068			\$ 5,000
223-026-557200	License And Inspection Fees	\$ -	\$ -	\$ 78	\$ 134	\$ -	\$ 134			\$ -
223-026-559000	Medical Expense/supplies	\$ 258	\$ -	\$ 84	\$ 72	\$ -	\$ 72			\$ -
223-026-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-566502	Recycling Expense	\$ 212,697	\$ 78,421	\$ 69,235	\$ 75,310	\$ 60,000	\$ 75,310			\$ 75,000
223-026-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -					\$ 10,000
223-026-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -					\$ -
223-026-587500	Vehicles	\$ -	\$ -	\$ -	\$ -					\$ -

CITY OF PEKIN - Fiscal Year 2021-2022 Operating and Capital Budgets

SOLID WASTE

Account Code	Account Name	FY 2018		FY 2019		FY 2020		FY 2021		FY 2022	
		Actuals	Actuals	Actuals	Actuals	FY21 Adopted Budget	Estimated Year End Actuals from 10 Month Trend	Recommended Budget			
223-026-592000	Community Education	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
223-026-598200	Grant Expenses	\$ -	\$ 10,573	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
223-026-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -
SUB TOTAL EXPENDITURES		\$ 460,511	\$ 308,702	\$ 276,074	\$ 286,280	\$ 270,710	\$ 270,710	\$ 286,280	\$ 270,710	\$ 308,188	\$ 308,188
TOTAL EXPENDITURES		\$ 2,432,532	\$ 2,484,114	\$ 2,936,746	\$ 2,722,731	\$ 2,886,039	\$ 2,886,039	\$ 2,722,731	\$ 2,886,039	\$ 3,488,692	\$ 3,488,692
Net surplus/(Deficit)		\$ (62,965)	\$ 179,501	\$ 21,342	\$ 223,674	\$ 434,231	\$ 434,231	\$ 223,674	\$ 434,231	\$ 8,568	\$ 8,568

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the City of Washington manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of \$18,377 to the City of Washington.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPENDIX B
TAZEWELL COUNTY 2022 GRANT COVER SHEET

Date of Application 11-22-2021

City/Village Name City of Washington

Street Address 301 Walnut Street

City & Zip Code Washington, IL 61571

Phone Number (309) 444-1124

Project Manager Joanie Baxter

Phone Number (309) 444-1124

Email jbaxter@ci.washington.il.us

Base Grant Amount \$38,652.98

Additional Grant Funds Requested _____
(for pharmaceutical drop off sites or purchase of recycling bins**see Appendix D)

Recycling Program Description

1. Service Provider: Peoria Disposal Company
2. Number of Participating Households: approx. 4,300
3. Frequency of Collection: curbside recycling 26 times per year
yardwaste services by subscription
4. Items Collected: See Exhibits 1 and 2

Solid Waste Collection Description

1. Service Provider: Peoria Disposal Company
2. Name/Location where waste is landfilled: Tazewell County Landfill
dba Indian Creek Landfill

Joanie Baxter

Joanie Baxter

11-22-2021

Printed name of Applicant Official

Signature

Date

APPENDIX C

(Copy for additional projects if necessary)

Project Summary:

See Exhibit 3

Statement of Work

a) Project Plan

See Exhibit 3

b) Project Participants

See Exhibit 3

APPENDIX D

\$2000 cap on the pharmaceutical drop off site grant and a \$1000 cap on the recycling bin grant.

Use this form if you are interested in receiving additional grant funds the County is offering. These funds are *only for the purpose* to promote pharmaceutical drop off sites or for the purchase of recycling bins within a community.

Project Summary:

N/A

Statement of Work

c) **Project Plan**

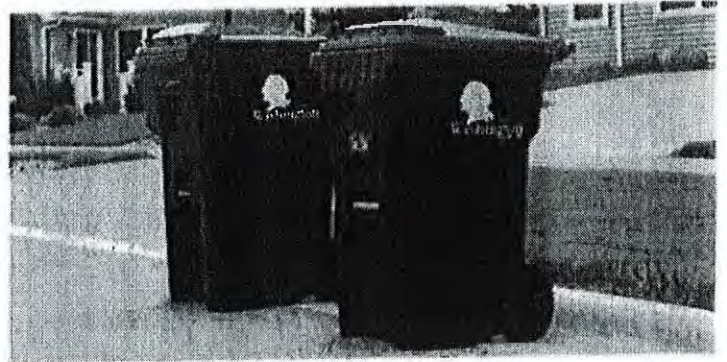
d) **Project Participants**

Complete the budget table below

Equipment requests in order of priority #1 would be the first choice

1	Single Axle Truck (\$25.50/hr rate x 7 hrs x 6 days) - Fall Pick-up (5)	\$5,355.00	
2	Single Axle Truck (\$25.50/hr rate x 7 hrs x 6 days) - Spring Pick-up (5)	\$5,355.00	
3	Excavator (\$37.50/hr rate x 7 hrs x 3 days) - Spring Pick-up	\$787.50	
4	Backhoe (\$28.50/hr rate x 7 hrs x 6 days) - Fall Pick-up	\$1,197.00	
5	Backhoe (\$28.50/hr rate x 7 hrs x 9 days) - Spring Pick-up	\$1,795.50	
6	Air Curtain Burner (\$11.60/hr rate x 7 hrs x 3 days) - Spring Pick-up	\$243.60	
7		\$0.00	
Equipment request total		\$14,733.60	
Program Advertising and Education			
	Clean Up Day Sponsorship	\$250.00	
	Trash bags for Clean Up Day	\$100.00	
	Leaf Burning flyers	\$100.00	
		\$0.00	
		\$0.00	
Program Advertising and Education Total		\$450.00	
Other, please specify			
	Labor - Fall Pick-up	\$9,544.08	
	Labor - Spring Pick-up	\$11,925.30	
	Christmas Tree Disposal	\$200.00	
	Glass Recycling (6 months @ \$300 per month)	\$1,800.00	
Other Total		\$23,469.38	
Equipment+Advertising+Education+Other		\$38,652.98	
No	Pharmaceutical Grant Option	\$2,000.00	\$0.00
Yes	Recycle Bin Option	\$1,000.00	\$0.00
Total Award			\$38,652.98

Exhibit 1



GENERAL SERVICE GUIDELINES

One 65-gallon or 95-gallon roller-cart is included in your monthly fee.

Please have your garbage and recycling at the curb **before 6:00 a.m. on your collection day.**

Private containers and garbage bags can be set out in addition to the material in your roller-cart. Private garbage containers and garbage bags are limited to 35 gallon in size and must weigh less than 50 pounds per unit.

Unacceptable Items:

- ⊗ E-Waste
- ⊗ Concrete, Rocks, or Dirt
- ⊗ Paint (liquid form)
- ⊗ Hazardous Waste
- ⊗ Tires
- ⊗ Yard Waste
- ⊗ Car Parts
- ⊗ Construction Debris

SERVICE OPTIONS

**YOU MUST SIGN UP FOR RECYCLING!
NO ADDITIONAL FEE TO RECYCLE.**

Need an Additional Garbage or Recycling Cart? Rent a second 65-gallon or 95-gallon sturdy, easy to use roller-cart for \$2.50 per cart, paid quarterly in advance. Contact us to rent!

Bulk Items. Households may dispose of bulk items during weekly service for a fee. You must call or email the office to schedule a pick up. The fee is \$15 per item.

Items include:

- Tables and chairs
- Mattresses and box springs
- Building Materials

For couches, mattresses, and carpet: please wrap securely in plastic for pick up. If an item is saturated in water due to weather, our driver will be unable to take the item until it is dry.

YARD WASTE

Weekly yard waste collection at the curb is an optional service available on an annual subscription basis.

The fee is \$120 a year payable at \$10 per month and includes the use of a 95-gallon roller-cart with a green lid.

Yard waste collection will be weekly on Fridays throughout the City from April through November.

Extra volume beyond the cart needs to be properly set out:

- » All material needs to be in a brown paper yard waste bag.
- » All bundled yard waste must be less than 4 feet in length.
- » Please tie bundles with non-metallic cord, such as twine.

MORTON DROP OFF

AREA Disposal-Morton, 1090 W. Jefferson St., Morton, IL

M-F 8:00 a.m.-4:00 p.m.

Saturday 8:00 a.m.-noon (seasonally)

Phone: 309-263-2390

E-Waste

There will be free e-waste drop-off at AREA Morton.

Proper form of identification is required at drop-off. Households must have PDC accounts in good standing to use the drop-off.

Yard Waste

Residents who do not want subscription service can drop-off yard waste at AREA-Morton for \$2.50 per bag.


BILLING


Billing is quarterly. Your bill is due within 15 days of the due date. If payment is not received, your account will be placed on hold and your service will be interrupted until a payment is made.



CONTACT INFORMATION

 **CALL**
309-674-5176

 **EMAIL**
customerservice@pdcarearea.com
please put PDC account number
in subject line

 **WEBSITE**
pdcarearea.com

CART DIMENSIONS & PLACEMENT



Garbage - Black Lid



Recycling - Orange Lid



Yard Waste - Green Lid

65-Gallon Cart Dimensions: 41" H x 27"W x 29"D

95-Gallon Cart Dimensions: 43"H x 27"W x 34"D

Position your cart with the handle & wheels facing the house.

RECYCLING GUIDELINES

Metal & Aluminum Cans



Cardboard & Mixed Paper



Plastic #1 and #2



HOLIDAYS OBSERVED

If a holiday falls on a weekday before or on your normal service day, garbage, recycling, and yard waste collection will be delayed by one day.

If the holiday falls on a weekend, services will not be delayed.

Observed Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

NO do not put these items in your recycling cart.



No E-Waste



No Glass



No Tangles
Hoses, Wires,
or Chains



No Plastic Bags or
Garbage Bags



No Clothing
or Linens



No Food or Liquid
Empty All Containers





CITY OF WASHINGTON
BRUSH PICK-UP
OCTOBER 18 - OCTOBER 22

Brush must be at the curb by **7:00AM on October 18** to assure pick-up. No return trips will be made. City crews will start on the west end of the City (Rolling Meadows) and work east.

Guidelines:

- Place cut ends toward the street between the curb/gutter and sidewalk or approximately 3 feet off of the edge of the roadway.
- Branches, limbs, or trees greater than 4 inches in diameter will NOT be collected.
- City crews will not enter private property.

Residents are reminded that this service is offered strictly for yard maintenance purposes. Abuse of this service, i.e. tree toppings, entire hedge removal, etc., resulting in large and excessive piles of brush, branches, and roots will NOT be collected.

[City of Washington, Illinois](#)

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3. [Fall 2021 Brush Pick-Up](#)

Fall 2021 Brush Pick-Up Scheduled for October 18 - October 22:

Fall brush pick-up is scheduled to take place from Monday, October 18 to Friday, October 22, 2021. Brush must be placed at the curb at 7:00AM on October 18 to assure pick-up. City crews plan to start at the west end of the City (Rolling Meadows) and work east.

All brush (not to exceed 4 inches in diameter) must be placed between the curb/gutter and sidewalk or approximately 3 feet from the edge of the road. Please take consideration to place the cut ends toward the street. Branches, limbs and trees greater than four inches in diameter will not be picked up.

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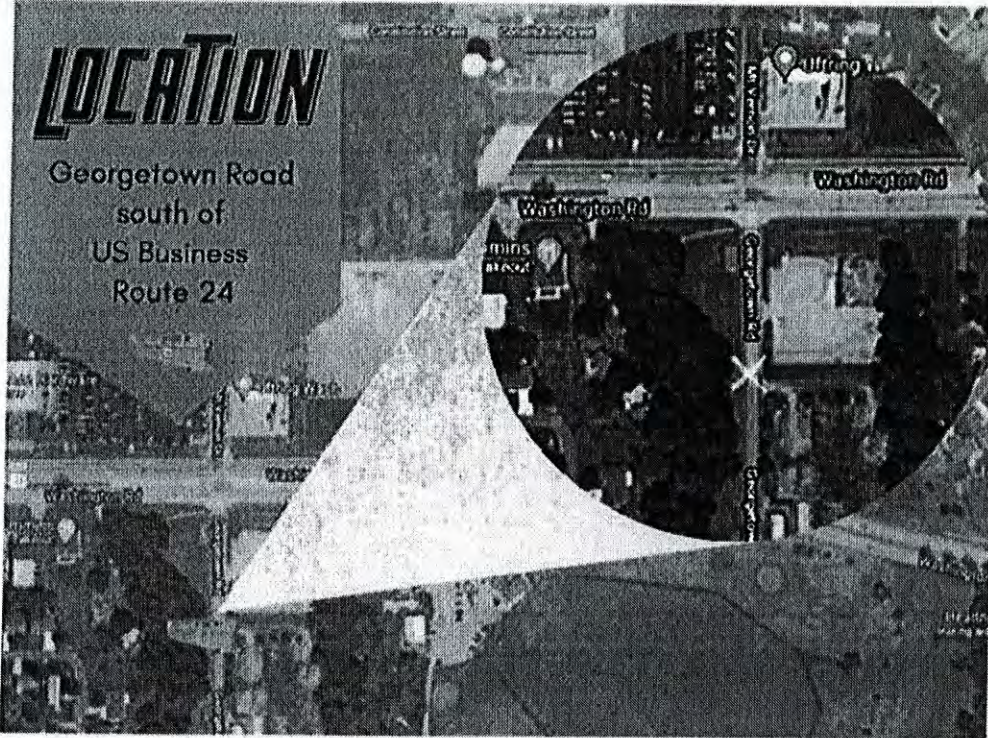
Submit

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3. [Glass Recycling](#)

A glass recycling pilot program is coming to Washington.

Accepted Items: Glass bottles and jars (clear, brown and green). Containers must be rinsed.

NOT accepted: Ceramic, window pans, corning ware, bake ware, mirror glass, light bulbs, kitchen cabinets, mattresses, trash bags, etc.



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EXHIBIT 3

GOALS AND OBJECTIVES, METHODS/DESCRIPTION

Curb-Side Recycling Program

Description of Service: The every other week collection of household recyclable items.

Goals and Objectives: The goal of this program is to reduce the volume of the residential waste stream that is disposed of in landfills.

Methods/Description: The curbside recycling service is provided by Waste Management to residential dwellings (4 units and under) under contract with the City of Washington. These services are paid directly to Waste Management by Washington residents.

Comments: In addition to providing the means for this service, the city uses Recycling Grant funds for the following specific purposes:

- ❖ To purchase recycling bins that are distributed to residents to encourage participation in the recycling program.
- ❖ To prepare and distribute public education, information and promotional literature to encourage participation in the program and proper recycling practices.

Yardwaste Recycling Program

Description of Service: The twice annual curbside collection of yardwaste (brush and tree limbs) from residential users in the City of Washington.

Goals and Objectives: The goal of this program is three-fold: to reduce open burning by offering an option to the disposal of brush and limbs, to reduce the improper dumping of yard waste and to recycle yardwaste materials for beneficial purposes.

Methods/Description: The yardwaste recycling service is provided to residential dwellings (4 units and under) by crews and equipment of the City of Washington Department of Public Services. Chipped materials are re-used by city, park district, and local residents. If volume exceeds local needs, materials are transported to yardwaste recycling center for processing and re-use.

Comments: The city uses Recycling Grant funds for the following specific purposes:

- ❖ To pay in-kind labor and equipment expenses incurred by the city to provide the curbside service.
- ❖ To prepare and distribute public education, information and promotional literature to encourage participation in the program and proper recycling practices.

Christmas Tree Chipping Service

Description of Service: The annual chipping of Christmas trees from residential users in the City of Washington.

Goals and Objectives: The goal of this program is as follows: to dispose of Christmas trees in an environmentally friendly manner to reduce open burning of trees, improper dumping of yard waste and unnecessary disposal of trees in sanitary landfills.

Methods/Description: The city contracts with Whistle Tree Service to annually chip discarded Christmas trees.

Comments: The city uses Recycling Grant funds to pay for the contract services provided by Whistle Tree Service.

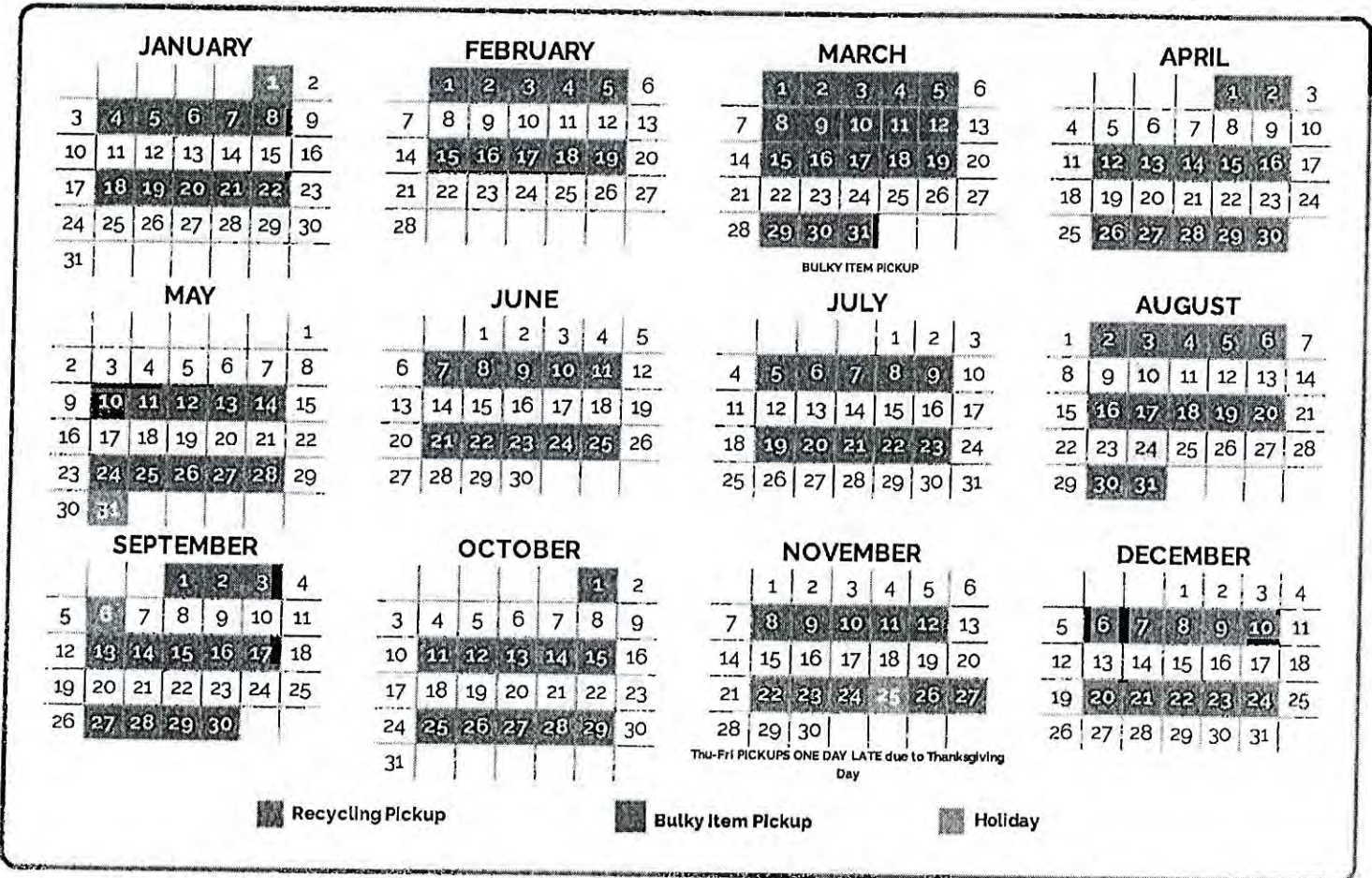
SCHEDULE A



2021 CITY OF WASHINGTON
RECYCLING PICKUP



We are picking up recyclables **EVERY OTHER WEEK**. Yard waste will be picked up **EVERY FRIDAY** Apr-Nov. Bulky item pickup will be in March. Recycling pickup will be on the same day as your trash service.



Please have your trash and recyclables out by 6:00 a.m.

Items collected at curbside are picked up in a single-stream process. All containers must be rinsed out before pickup to reduce contamination and odors. Recyclables must be placed in and contained in a PDC issued roller-cart. With our single-stream process, we do not accept glass. All glass goes in the trash.

YES



NO



SCHEDULE B



2021 CITY OF WASHINGTON RECYCLING PICKUP



We are picking up recyclables **EVERY OTHER WEEK**. Yard waste will be picked up **EVERY FRIDAY** Apr-Nov. Bulky item pickup will be in March. Recycling pickup will be on the same day as your trash service.

JANUARY							FEBRUARY						MARCH						APRIL								
					1	2		1	2	3	4	5	6						1	2	3						
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30	
31																											
Fri PICKUP ONE DAY LATE due to New Year							BULKY ITEM PICKUP																				
MAY							JUNE						JULY						AUGUST								
						1		1	2	3	4	5				1	2	3	1	2	3	4	5	6	7		
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
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23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31				
30	31						ALL PICKUPS ONE DAY LATE due to Memorial Day																				
SEPTEMBER							OCTOBER						NOVEMBER						DECEMBER								
			1	2	3	4					1	2		1	2	3	4	5	6			1	2	3	4		
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
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19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
ALL PICKUPS ONE DAY LATE due to Labor Day																											

Recycling Pickup

Bulky Item Pickup

Holiday

Please have your trash and recyclables out by 6:00 a.m.

Items collected at curbside are picked up in a single-stream process. All containers must be rinsed out before pickup to reduce contamination and odors. Recyclables must be placed in and contained in a PDC issued roller-cart. With our single-stream process, we do not accept glass. All glass goes in the trash.

YES

- ✓ ALUMINUM & STEEL CANS (UNCRUSHED OR FLATTENED)
- ✓ MIXED PAPER, CARTONS & CARDBOARD
- ✓ TUBS, JUGS, BOTTLES, & JARS (PLASTICS #1 & #2)

NO

- LARGE ITEMS
- BATTERIES
- PLASTIC BAGS & WRAP
- CLOTHING & LINENS
- HOSES & WIRES
- FOOD, LIQUIDS, & CHEMICALS
- GLASS


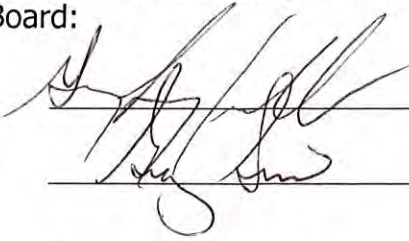
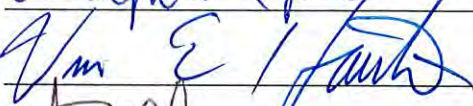
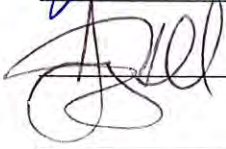
QUESTIONS OR COMMENTS? 309-674-5176 • pdcarea.com



COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Village of Creve Coeur manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of \$15,334 to the Village of Creve Coeur.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 26th DAY JANUARY, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

APPENDIX B
TAZEWELL COUNTY 2022 GRANT COVER SHEET

Date of Application _____
City/Village Name Village of Creve Coeur
Street Address 103 N. Thorncrest Ave.
City & Zip Code Creve Coeur 61610
Phone Number 309-699-6714 ext 722
Project Manager Jackie Lyle
Phone Number 309-699-6714 ext 722
Email treasurer@villageofcc.com
Base Grant Amount \$15,334.00

Additional Grant Funds Requested _____
(for pharmaceutical drop off sites or purchase of recycling bins**see Appendix D)

Recycling Program Description

1. Service Provider: GFL Enviornmental
2. Number of Participating Households: Every resident is eligible, approx 2,100 Households
3. Frequency of Collection: Bi-weekly
4. Items Collected: Paper, Glass, Plastic, Cardboard, Pallets, Metal

Solid Waste Collection Description

1. Service Provider: GFL Enviornmental
2. Name/Location where waste is landfilled: Hopedale

Jacqueline P Lyle

Jacqueline Lyle

12/1/2021

Printed name of Applicant Official

Signature

Date

Appendix C

Project Summary:

Citywide Cleanup: Spring (Approx. 120T of Materials)

Collect large quantities of contaminants that have built up in our community

- A. Goals: To allow residents to remove objects from their homes and land that are otherwise difficult to remove. This also allows scrappers to collect metals for metal recycling for items that are not collected such as appliances.
- B. This program allows residents to keep their properties clean and pollutant free as well as prevents items from being disposed of in an environmentally hazardous way on our public properties and gullies.
- C. This program is heavily advertised by appearing on all resident's water bill, signs and flyers, website, social media, call notifications, and on our Village's marquee.

Statement of Work

- A. Project plan:

Spring, PDC Area Disposal collects items that are set out on residents' curbs. This excludes appliances, lawn waste, electronics, tires, and large automotive parts. Maps that include pickup days and other program information can be found at our Village Hall, Water Department, and Police Department. Social media and our website also have information. We receive an excellent response, as about 50% of our households (1,000) typically participate in the cleanup event. We anticipate about 120T of cleanup in the Spring. With continued participation, we hope to have less harmful contaminants in the Village resulting in a cleaner, healthier community. Materials needed are primarily advertising materials like signs, flyers, mailers, and educational posters.
- B. Project participants:

The Village hires PDC Area Disposal to collect items. No other funding is provided to the Village.

Appendix C

Project Summary:

Citywide Cleanup: Fall (Approx. 30T of Materials)

Collect large quantities of contaminants that have built up in our community

- A. Goals: To allow residents to remove objects from their homes and land that are otherwise difficult to remove.
- B. This program allows residents to keep their properties clean and pollutant free as well as prevents items from being disposed of in an environmentally hazardous way on our public properties and gullies.
- C. This program is heavily advertised by appearing on all resident's water bill, signs and flyers, website, social media, call notifications, and on our Village's marquee.

Statement of Work

- A. Project plan:

Fall, PDC Area Disposal will provide 10 30yd dumpsters to collect items that are brought in by Residents from their properties. This excludes appliances, lawn waste, electronics, tires, and large automotive parts. Social media and our website have information for this event. We expect to see a positive response from the community, as about 20% of our households participate in the cleanup event. We anticipate about 30T of cleanup in the Fall. With continued participation, we hope to have less harmful contaminants in the Village resulting in a cleaner, healthier community. Materials needed are primarily advertising materials like signs, flyers, mailers, and educational posters.
- B. Project participants:

The Village hosts, monitors and compacts items in the dumpsters. PDC Area Disposal to collect the dumpsters. No other funding is provided to the Village.

Appendix C

Project Summary:

Small & Large Electronics Recycling: Bi-Annual, Fall & Spring

Village residents bring small & large electronics to Village Hall for Kuusakoski Glass Recycling LLC and Argo's Appliances to recycle

- A. Goals: To eliminate improper disposal of electronics by residents and divert disposal from the landfill to be properly recycled. Approx. 15T diverted
- B. Residents inquire year round about disposing of uncollectable items. This program allows residents to recycle electronics items that are not accepted by their normal collector. Village employees are able to offer information about the community need to properly dispose of these items at no cost to the resident.
- C. This program is heavily advertised by appearing on our website, signs and flyers, social media, call notifications, mailer, and on our Village's marquee.

Statement of Work

A. Project plan:

The Village's employees will collect various electronic devices such as Computer monitors, DVD/Blu-ray players, kitchen appliances, hair dryers, white appliances etc. Each household is given a limit so we can allow as many households as possible. We anticipate 10 Tons of materials to be recycled by Kuusakoski Glass Recycling & Argo's Appliances. Information will be provided at the Village Hall, our Water Department, our Police Department, posters and signs, on our website, mail, and social media. We anticipate 100 households will participate. Materials needed are primarily advertising materials like signs, flyers, mailers, and educational posters to inform our resident's.

B. Project participants:

Village staff members collect the items and we hire Kuusakoski Glass Recycling & Argo Appliances to recycle the electronics. No other funding is provided to the Village.

Appendix C

Project Summary:

Tire Recycling: Bi-Annual, Fall & Spring

Village residents bring tires to Village Hall for PDC Area Disposal & Boucher & Sons to recycle

- A. Goals: To eliminate improper disposal of tires by residents and divert disposal from the landfill to be properly recycled. Approx. 200 Tires diverted from landfill
- B. This free project gives our resident's the opportunity to dispose of tires, which are uncollectable and hazardous to the community. These tires are often found on public properties like on our roads or in our gullies. We plan to collect 200+ tires. Village employees are able to offer information about the community need to properly dispose of these tires at no cost to the resident.
- C. This program is heavily advertised by appearing on our website, signs and flyers, social media, call notifications, mailers, and on our Village's marquee.

Statement of Work

A. Project plan:

The Village hires PDC Area Disposal to collect tires for proper recycling. Each household is given a limit so we can allow as many households as possible. We anticipate 200+ Tires to be recycled. This number has declined over the years as the program has gained popularity and use. Information will be provided at the Village Hall, our Water Department, our Police Department, posters and signs, on our website, and social media. We anticipate 100 households will participate. Materials needed are primarily advertising materials like signs, flyers, mailers, and educational posters to inform our resident's.

B. Project participants:

Village staff members collect the tires and we hire PDC Area Disposal and/or Boucher & Sons to recycle the tires. No other funding is provided to the Village.

Appendix C

Project Summary:

Latex Paint Cleanup: Year round 100 Gallons

Village residents brings Latex Paint to Village Hall for PDC Area Disposal to recycle

- A. Goals: To eliminate improper disposal of latex paint by residents and divert disposal to be properly recycled. Approx. 100+ Gallons diverted
- B. This free project gives our resident's the opportunity to dispose of latex paint, which is uncollectable and hazardous to the community. If improperly disposed of, the paint can be hazardous to our grounds and water supply. We plan to collect 100+ gallons of paint.
- C. This program will be heavily advertised by appearing on our website, signs and flyers, social media, call notifications, mailers, and on our Village's marquee.

Statement of Work

A. Project plan:

Option 1: The Village collects Latex paint and implements proper disposal methods for PDC Area to remove. Each household is given a limit so we can allow as many households as possible. We anticipate 100+ gallons of latex paint. Information will be provided at the Village Hall, our Water Department, our Police Department, posters and signs, on our website, mailers, and social media. We anticipate 100 households will participate. Materials needed are primarily cat litter, a dumpster, and advertising materials like signs, mailers, and educational posters to inform our resident's.

Option 2: Hire a local company to come collect the paint and recycle in an environmentally responsible way at no cost to the resident. Village staff will monitor. This method is ideal, but we are having trouble finding a company with reasonable fees.

B. Project participants:

Village staff members will collect and PDC Area Disposal will remove. No other funding is provided to the Village.

Appendix C

Project Summary:

Christmas Tree Recycling: January <500lbs

Village residents brings Christmas tree to Village Hall to be removed and composted by Whistle Tree Service

- A. Goals: To allow residents a safe and green way of removing a Christmas tree at the end of the holiday season. Approx. <500lbs diverted
- B. This free project gives our resident's the opportunity to remove their real Christmas trees, that are a potential fire hazard, and have them recycled into earth friendly materials rather than taking up space at the dump. We plan to collect several Christmas trees.
- C. This program will be heavily advertised by appearing on our website, signs and flyers, social media, call notifications, and on our Village's marquee.

Statement of Work

A. Project plan:

The Village collects Real Christmas trees from residents at our Street Department. There is no limit on the number of trees collected from each household. We anticipate less than 50 trees total. At the end of the collection period, Whistle Tree Service comes to collect all the trees that have been disposed of at our Street Department to recycle. Information will be provided at the Village Hall, our Water Department, our Police Department, posters and signs, on our website, and social media. We anticipate <50 households will participate. Materials needed are advertising materials like signs and educational posters to inform our resident's.

B. Project participants:

The Village hosts, monitors the drop offs. Whistle Tree Service collects the trees. No other funding is provided to the Village.

Appendix C

Project Summary:

Upgrade and Maintenance of Recycling Stations, year round

Upgrade of visual education placed on the recycling stations placed in public areas in the community and various maintenance of these items

- A. Goals: To educate the all members of community so they can easily identify which items are recyclable verses non-recyclable at our collection sites. Also allow for the purchase of supplies needed to maintain them. Approx. 2-4T diverted
- B. This program allows residents and pedestrians a method to disposes and sort waste and recycling when enjoying the community's amenities. This allows the community to keep public areas clean and litter free while offering and educating the environmentally friendly option of recycling.
- C. This program will be readily visible in areas of high public traffic such as parks.

Statement of Work

- A. Project plan: The recycling stations in our high traffic areas like sidewalks, parks, and trails will have upgraded visual education permanently mounted for all ages and education levels to understand. They will show the general public what trash items should be sorted out for recycling. Village staff will still need to be regularly collecting items from each location to send to PDC Area Disposal for recycling or collected in a dumpster for pickup at a later date. This is intended for the purpose of sorting standard garbage and recycling items. All other items are excluded. We expect to divert 2-4T of recycling a year, as we have plenty of foot traffic at our parks, sidewalks and in other public areas. With continued participation, we hope to have less harmful contaminants in the Village resulting in a cleaner, healthier community. In addition, we hope to demonstrate the ease of recycling to the public. Materials needed are weather friendly signage, liners, and cleaning supplies.
- B. Project participants:
The Village staff will regularly maintain and collect from each station throughout the year and PDC Area Disposal will haul the sorted recycling away.

Appendix C

Project Summary:

Pet Waste Disposal Stations & Maintenance, year round

Collection sites for pet waste in public areas throughout the Village

- A. Goals: To encourage residents to clean up their parks and public areas of their pet's waste. Approx. >500lbs diverted
- B. This program allows residents and pedestrians an easily accessible method of the disposal of their pet's waste when enjoying the community's amenities. This allows the community to keep public areas clean of harmful pet waste, as it can transmit disease.
- C. This program will be readily visible in areas of high public traffic such as parks.

Statement of Work

- A. Project plan: The pet waste stations will be purchased and installed in our high traffic areas like sidewalks, parks, and trails. They will have supplies for the safe removal and disposal of pet waste. The signage will show the general public warn and educate about the proper use of this Pet Waste Disposal Station. Village staff will need to be regularly collecting the waste from each location for disposal. This is intended for the purpose of cleaning up hazardous pet waste only. All other items are excluded. We expect to divert <500lbs of pet waste a year, as we have a pet-friendly campground & parks along with heavy foot traffic on our sidewalks and other public areas. With continued participation, we hope to have less harmful pet waste in the Village resulting in a cleaner, healthier community. Materials needed are complete pet waste disposal systems, liners, posts, and supplies.
- B. Project participants:
The Village staff will regularly maintain and collect from each station throughout the year and PDC Area Disposal will haul the waste away.

Appendix C

Project Summary:

Mailed Resident Education, annual

Educate the community about what resources are available to them for the disposal of their unwanted items in an environmentally friendly manner.

- A. Goals: To notify residents how to safely remove objects from their homes and land that are otherwise difficult to remove.
- B. This will inform residents of all the avenues available to dispose of items. This keeps their properties clean and pollutant free as well as prevents items from being disposed of in an environmentally hazardous way on our public properties and gullies.
- C. This will be mailed directly to home in the community.

Statement of Work

- A. Project plan:
Annually, the Village will put together a mailer noting all the services, materials, and dates of the Village's recycling events. These mailers will be sent directly to the homes of our residents. The Village's goal is to help residents see all the options for disposal of various items so that they do not collect on people's properties or get dumped somewhere in our Village. This will encourage a clean, hazardous free, healthier community.
- B. Project participants:
The Village staff will put together the education and will contract the mailing of the newsletter via USPS.

2022 Recycling Grant Budget Table

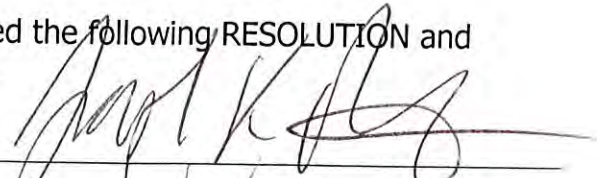
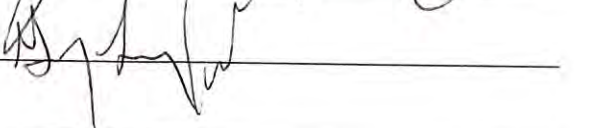
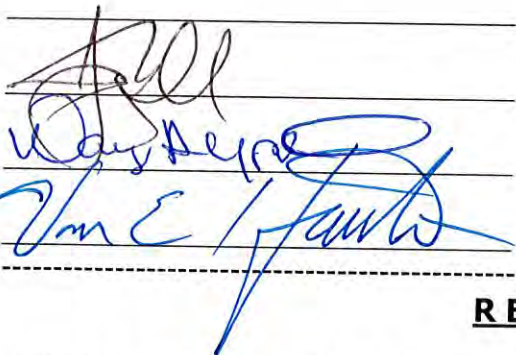
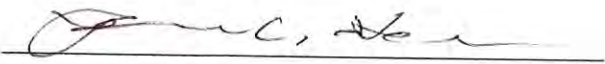
Equipment requests in order of priority #1 would be the first choice

1	Recycling Stations Upgrade/Maint- Labor, Supplies, Dumpster		\$3,000.00
2	Fall Cleanup Labor		\$300.00
3	Small & Large Electronics Recycling		\$5,000.00
4	Spring Electronics & Tire Recycling Labor		\$1,000.00
5	Christmas Tree Recycling		\$200.00
6	Pet Waste Disposal Stations & Labor		\$5,000.00
7	Paint Disposal Supplies		\$1,000.00
8			\$0.00
9			\$0.00
Equipment request total			\$15,500.00
Program Advertising and Education			
	Signs & Banners		\$750.00
	Educational/Informational Mailers		\$1,500.00
			\$0.00
			\$0.00
			\$0.00
Program Advertising and Education Total			\$2,250.00
Other, please specify			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Other Total			\$0.00
Equipment+Advertising+Education+Other			\$17,750.00
Yes	Pharmaceutical Grant Option	\$2,000.00	\$0.00
Yes	Recycle Bin Option	\$1,000.00	\$0.00
	Total Award		\$17,750.00

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

_____	
_____	
	_____
_____	

RESOLUTION

WHEREAS, the City of East Peoria manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and


WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the grant amount of \$47,026 to the City of East Peoria.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

APPENDIX B:

TAZEWELL COUNTY 2022 GRANT COVER SHEET

Date of Application: November 5, 2021
City/ Village Name: City of East Peoria
Street Address: 2232 East Washington Street
City & Zip Code: 61611
Phone Number: (309)427-7655
Project Manager: Ric Semonski, Supervisor of Streets
Phone Number: (309) 427-7655
Email: Ric
Base Grant Amount: **\$ 50,000**
Additional Grant Funds Requested: **\$ 0**

*(for pharmaceutical drop off sites or purchase of recycling bins**see Appendix D)*

Recycling Grant Program Description

1. Service Provider: City of East Peoria, Collector/ Waste Management, Tipping Site
2. Number of Participating Households: Approximately 10,000 eligible with approximately 33 % participating.
3. Frequency of Collection: Bi-weekly
4. Items Collected: Newspaper, junk mail, magazines, card board, tin cans, aluminum cans, Glass, HDPE 1, PETE 2

Solid Waste Collection Description

Service Provider: City of East Peoria, Collector / Waste Management, Tipping Site
Name/Location where Waste is Landfilled: Tazewell County Transfer Station in East Peoria

Operational Funding

\$50,000 Yearly Grant Request

APPENDIX C1:

Project Summary:

Since the East Peoria Curb Side Recycling program was started in the 90's, it has been subsidized by grants from Tazewell County each year. These dollars have offset the programs operating cost. In the last few years commodity rates for recyclables have been considerably lower adding to the processing fee bringing the cost of recycling up considerably. Recycling tipping rates are and have been higher than rates to landfill the same material. Between January of 2021 through November of 2021 the average cost to tip recycling was approximately \$10.00 per ton and included a \$7.00 floor/convenience rate from Waste Management compared to \$54.10 to landfill the same material.

There are approximately 10,000 residential households in the City of East Peoria that generated 7,897 tons of regular solid waste which was landfilled between January 1, 2021 thru November 2, 2021 (10 mo.) As you may recall the City postponed recycling collection to cut cost last year and began it again in May of 2021. Between May 3, 2021 and November 2, 2021 (5 months) 309.32 tons of solid waste was recycled. In the same time frame 4,880 tons of solid waste was landfilled. This is a 5.9% diversion rate. It is estimated approximately 33% of the households participate in the program which is approximately the same as previous years.

Public outreach is part of the program. Periodically normal forms of media are used as well as notifications in water billing, computer technology (i.e. Facebook, Twitter, web postings) and we are currently researching other methods and programs. Staff participates in special events assisting with recycling outreach, promoting recycling by speaking to groups when opportunity arises and by regular face to face interactions.

The by-weekly recycling budget is included in with the regular solid waste operating budget. The City's total 2020/2021 operating budget for solid waste/recycling is \$889,904 of which approximately \$179,968 will be spent on the recycling program for tipping, operating cost and labor. The recycling department operates on a 5-day, 1 man/1 truck schedule. The \$50,000 one-time requested recycling grant from the County will be used to offset costs associated with the recycling program.

Statement of Work:

Project Plan

Continue to subsidize the City's recycling program operating cost to help ensure its viability.

Continue the outreach and education efforts mentioned in the summary.

Participants

City Council and Staff strongly support the East Peoria Recycling Program. Most of the workflow associated with recycling efforts comes out of the East Peoria Public Works Dept. All staff and solid waste employees participate in decision making. The Supervisor of Streets/Solid Waste represent 28 years of experience. No other funding sources are provided.

Appendix D1:

Pharmaceutical Drop-off Site Grant

\$0 Grant Request Update

Project Summary:

In recent years the City has requested grant funds to help offset the cost of a Pharmaceutical Drop-off Site. This program has been successful and run at such a minimal cost that our local Fire Department no longer feels the need to request assistance. They will continue to run the program. Disposal cost have been incurred by other entities and labor cost are very minimal.

2022 Recycling Grant Budget Table

Equipment requests in order of priority #1 would be the first choice

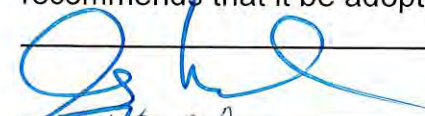

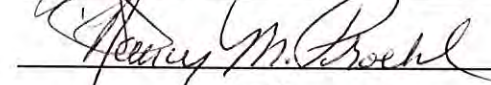
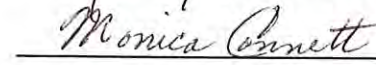
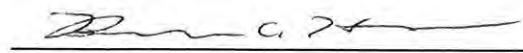
1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00
8		\$0.00
9		\$0.00
Equipment request total		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
Program Advertising and Education Total		\$0.00
Other, please specify		
		\$0.00
Operating cost		\$0.00
		\$60,000
		\$0.00
Other Total		\$0.00
Equipment+Advertising+Education+Other		\$0.00

Yes	Pharmaceutical Grant Option	\$2,000.00	\$0.00
Yes	Recycle Bin Option	\$1,000.00	\$0.00
	Total Award		\$60,000

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, 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 Engineering Services Agreement* to be completed between Tazewell County and Hutchison Engineering Inc. for Phase III construction engineering services; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement; 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, and 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 (4) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.*

ADOPTED this 26th day of January, 2022.

ATTEST:



 County Clerk



 County Board Chairman



Local Public Agency Engineering Services Agreement



E-mail Print With Instructions Reset Form

Agreement For
Federal CE

Agreement Type
Original

Using Federal Funds? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Cincinnati Road District - Tazewell County	Tazewell	16-02126-00-BR	C-94-034-17
Project Number	Contact Name	Phone Number	Email
SAJG(571)	Craig Fink	(309) 925-5532	cfink@tazewell.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Furrow Road	TR 141	0.01 Mile	090-3252
Location Termini			Add Location
Structure over Lost Creek along Furrow Road, 0.5 mile east of South Pekin			Remove Location

Project Description

Construct a single span steel plate girder bridge, concrete, and HMA approaches. Removing the old structure and all project work to be performed under closed roadway conditions.

Engineering Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input checked="" type="checkbox"/> Other	Local Match
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input checked="" type="checkbox"/> Other	Local Match

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Hutchison Engineering Inc.	Shane Larson	(309) 368-0689	slarson@hutchisoneng.com
Address	City	State	Zip Code
2015 W Glen Ave, Suite 210	Peoria	IL	61614

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

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

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

Regional Engineer

Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

Resident Construction Supervisor

Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT

In Responsible Charge

A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

Contractor

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 Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
-
-
-

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: 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. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. 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.
9. 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.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. 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 following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. 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 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.
5. 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:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. 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.).
7. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. 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.
3. 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 save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage 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.

4. 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 material 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.
5. 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 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.
6. 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.
7. 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.
8. 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 (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

9. 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 include but are not limited to: acts of God or a public enemy; act 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.
10. 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 statue 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 project. 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.

- 11. 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.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.


AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Hutchison Engineering, Inc.		\$115,289.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
		\$0.00
Subconsultant Total		\$0.00
Prime Consultant Total		\$115,289.00
Total for all work		\$115,289.00

Add Subconsultants

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)


By (Signature & Date)


Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

By (Signature & Date)

Title

By (Signature & Date)

Title

**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

The scope of services will be as follows:

1. Provide a Resident Engineer and construction inspectors to oversee all work performed by contractors.
2. Document all contract quantities on approved IDOT forms and CMMS system.
3. Perform on-site materials testing including earthwork, subbase, and HMA testing, and PCC testing and document on IDOT approved forms.
4. Complete daily diary entries and weekly reports.
5. Complete daily traffic control inspections on approved IDOT forms.
6. Complete erosion control inspections in accordance with IDOT standards.
7. Develop and submit pay estimates to Owner for review and processing.
8. Complete change orders as needed.
9. Attend meetings with the Owner and contractor as needed.
10. Review and approve shop drawings.
11. Check contractor layout.
12. Project close-out coordination with IDOT.

Local Public Agency

County

Section Number

Cincinnati Road District - Tazewell County

Tazewell

16-02126-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

This project was on the November 5th, 2021 IDOT Letting and the contract has been Executed on December 2, 2021.

A Preconstruction meeting is projected for late January 2022.

The start of the project is likely contingent on the ability of the contractor to procure the steel plate girders required. Based on this unknown, a May 1 start and August 1, 2022 completion is anticipated.

**Exhibit C
Direct Costs Check Sheet**

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

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input checked="" type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	1000	\$0.56	\$560.00
<input checked="" type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	105	\$65.00	\$6,825.00
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input checked="" type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)	19.65	\$150.00	\$2,947.50
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$10,332.50

Cincinnati Road District - Tazewell County

Tazewell

16-02126-00-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 checked="" 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 checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal 12/08/21

Method(s) used for advertisement and dates of advertisement

Pekin Daily Times newspaper on 11/24/21. Emailed a notice to all firms who have SOI on file with Tazewell Cnty and who have offices in Tri-County area.

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
- Technical Approach	5%
- Firm Experience/Expertise	20%
- Staff Experience/Expertise	40%
- Work Load Capacity	10%
- Past Performance	15%
- Local Presence	10%
Add	

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

County Engineer, Assistant County Engineer, Staff Engineer

Top three consultants ranked for this project in order

1	Hutchison Engineering Inc.
2	HR Green, Inc.
3	Bacon Farmer Wokman Engineering & Testing, Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Public Agency

County

Section Number

Cincinnati Road District - Tazewell County

Tazewell

16-02126-00-BR

15 Existing relationship used in lieu of QBS process?

<input type="checkbox"/>	<input type="checkbox"/>
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16 LPA is a home rule community (Exempt from QBS).

<input type="checkbox"/>	<input type="checkbox"/>
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Local Public Agency	County	Section Number
TAZEWELL COUNTY	TAZEWELL	16-02126-00-BR
Consultant (Firm) Name	Prepared By	Date
HUTCHISON ENGINEERING INC	JASON WHEELER	12/14/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	15	MONTHS	OVERHEAD RATE	161.03%
START DATE	2/1/2022		COMPLEXITY FACTOR	
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	4/30/2023			

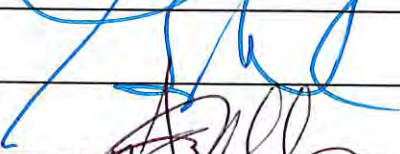
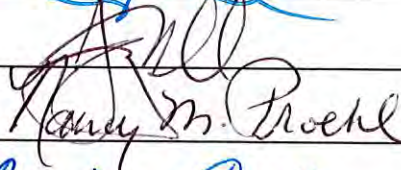
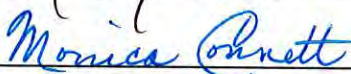

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2022	1/1/2023	11	73.33%
1	1/2/2023	5/1/2023	4	27.20%

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, a need to update Muller Road (CH 22) has arisen due to antiquated design, geometrics, and conditions necessitating a preliminary engineering agreement for Phase I & II design services under Section No. 22-00019-00-WR; and

WHEREAS, an agreement titled *Proposal for Phase I and Phase II Preliminary Engineering for County Highway 22 (Muller Road)* has been developed to provide for said preliminary engineering services to be paid from Matching Tax Funds, Line Item 215-400-5242; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Midwest Engineering Associates, Inc.; and



WHEREAS, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said *Proposal for Phase I and Phase II Preliminary Engineering for County Highway 22 (Muller Road)* 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 FURTHER RESOLVED, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action.

ADOPTED this 26th day of January, 2022.

ATTEST:

	
_____ County Clerk	_____ County Board Chairman



January 10, 2022

Mr. Craig Fink, P.E.
Tazewell County Engineer
Tazewell County Highway Department
21308 IL Route 9
Tremont, Illinois 61568

RE: **Proposal for Phase I and Phase II Preliminary Engineering for County Highway 22 (Muller Road) from 630 ft east of Pinecrest Drive in East Peoria to the west right-of-way of Jay Avenue in Morton Section 22-00019-00 WR Tazewell County**

Dear Craig:

Midwest Engineering Associates, Inc. (MWEA) is pleased to have the opportunity to complete the Phase I and Phase II Preliminary Engineering for Muller Road from just east of Pinecrest Drive to Jay Avenue. It is understood that the Preliminary Engineering services will be paid for with Local County Funds. It is anticipated that construction will utilize Federal and Local Funds with the possibility of MFT funds as well.

SCOPE OF WORK - PHASE I ENGINEERING

1. Review Existing Information
Existing information will be accumulated and reviewed for use in this study.
2. Utility Information
Determine location of existing utilities from existing data and by contacting utility companies.
3. Preliminary Vertical Alignment
While no change to the existing alignment is anticipated, the vertical alignment will be reviewed to verify that there is adequate sight distance at all locations.
4. Pavement Design
Pavement design will not be required for this project.
5. Typical Section(s)
Develop the proposed typical section(s) based on existing record drawings and applicable Tazewell County Highway Department and Illinois Department of Transportation Roadway Design Elements.
6. Preliminary Cross Sections
This work will include creating the existing and proposed cross sections at 100-foot intervals. The cross sections will not be fully developed but will be sufficiently developed to determine approximate right of way limits and possible impacts or problems associated with the project.
7. Engineering Survey
Existing LIDAR data will be imported and evaluated. Supplemental topographical surveys will be performed as needed at critical locations within the project limits such as all drainage structures and where proposed pavement and drainage improvements meet existing.

Bench marks and horizontal and vertical control will be established along the length of the project.

8. ROW Survey

There are approximately 47 property owners along the proposed project limits. Courthouse records will be searched to obtain existing deeds and other records of note.

Section lines and selected section corners will need to be determined to locate the north-south property lines. All found survey points will be traversed. Existing right of way information will be provided by the County to the extent it is available.

A combined total of up to 47 right of way or easement plats with legal description will be prepared.

Pins will be set at proposed right of way limits and a strip map will be prepared as part of the Phase II design plans.

9. Hydraulic Analysis

Perform a hydraulic analysis of the culverts under Muller Road in accordance with Tazewell County Highway Department's and the Illinois Department of Transportation's current policies and procedures.

10. Analyze Crash data

Crash data from Tazewell County and the City of Pekin will be collected and tabulated for the report. The crash data will be reviewed to determine if any significant areas should be addressed.

11. Environmental Survey Request (ESR)

Prepare exhibits and obtain/develop information required for the ESR. Submit ESR per IDOT guidelines.

12. Environmental Reviews

Determine if there are any known wetlands, biological, archeological, endangered species or other impacts. If any of the aforementioned items are identified within the proposed project limits, subsequent mitigation of said item(s) are not included in the scope of work.

Since the proposed improvements do not meet the classifications of a Type I or Type II project, a noise analysis is not included in the scope of work.

The project will not require coordination with the Natural Resource Conservation Services (NRCS) because the proposed right of way will be used exclusively for shoulder widening and pavement resurfacing but will not be used for borrow areas, mitigation sites, or a new alignment in which the right of way diverges from and is not contiguous to the existing right of way. Additionally, while the amount of right-of way to be acquired for this project may exceed 3 acres of land per project mile, the acquisition of right of way will not be for borrow or mitigation.

We expect the project will require coordination with the US Department of Agriculture for the purchase of right-of-way due to the amount of farmland that may be impacted.

13. Special Waste Procedures

Presume district sign-off upon completion of Level II screening by the district's Special Waste Coordinator therefore a Preliminary Environmental Site Assessment and Preliminary Site Investigation are not included in the scope of work.



Midwest Engineering

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14. Informational Public Meeting
An informational public meeting will be held to present the project. Exhibits showing the proposed improvement and preliminary right of way changes will be available.
15. Meetings
Meet up to a combined total of two times with the County and or the Illinois Department of Transportation.
16. Bi-monthly Meeting
Attend up to one bi-monthly meeting to discuss the project with the Department of Transportation and FHWA and obtain processing concurrence. This item includes preparation of meeting exhibits, minutes, and other information to present the project at the meeting.
17. Estimates
Calculate quantities for the significant pay items and prepare an estimate of cost.
18. Photo Log
Prepare a photo log of the existing conditions within the proposed project limits.
19. Local Project Development Report
Develop the Local Project Development Report based on Group II Categorical Exclusions and Design Approval.
20. Land Acquisition
It is estimated that up to 20 meetings with individual property owners will be required.

SCOPE OF WORK - PHASE II ENGINEERING

Description of Work:

NON-PLAN SHEET RELATED WORK AND CONTRACT DOCUMENTS ROADWAY CONTRACT

21. Engineering Survey
Perform field checks along the project length to re-establish previous control points and bench marks.
22. Special Provisions
Provide Special Provisions for any unique items not covered by the Standard Specifications, Illinois Department of Transportation District 4 Special Provisions, or the Illinois Department of Transportation District 4 Special Provisions Interim Special Provisions.

Identify and obtain from the Illinois Department of Transportation District 4 the applicable the applicable Standard Special Provisions, District Special Provisions, Interim Special Provision, and BDE Special Provisions.
23. Estimate of Time
Prepare an estimate of time on the appropriate BDE forms.
24. Estimate of Cost
Prepare an estimate of cost on the appropriate BDE forms, shown both with and without prices. Provide a list of pay items in excel format to the Tazewell County Highway Department.



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25. Quantity Calculations

Calculate the quantities based on pay item, code number, and construction type code for each pay item.

Prepare a summary of plan pay items/quantities to be included with all pre-final and subsequent plan reviews.

Prepare a summary of quantities and calculations will indicate splits for financial participation, if applicable.

A final quantity book with calculation files will be prepared for the project.

80 pay items have been estimated for this project.

26. NPDES and SWPPP

A NPDES and SWPPP will be developed in accordance with the applicable policies.

The Tazewell County Highway Department will file for and obtain NPDES permits as needed.

27. Plan-In-Hand Field Review

Organize and attend one plan-in-hand field review for this project.

28. Meetings

Hold internal progress meetings on a monthly basis to coordinate the work on the project.

Provide one person to attend up to three coordination meetings with the Tazewell County Highway Department.

Meetings with Property Owners are not included in this project.

Meetings with Emergencies Services are not included in this project.

Progress Reports will include a statement summarizing the work performed during the report period and an outline of the work expected to be performed during the following period.

PLAN SHEET RELATED WORK ROADWAY CONTRACT

- The plans shall be prepared per Chapter 63 guidelines in the Illinois Department of Transportation's BDE Manual.
- The project will be designed per the Chapter 46 and all other pertinent sections of the Bureau of Local Roads & Streets Manual and applicable sections of the Bureau of Design and Environment Manual.
- Perform a QC/QA review on all submittals to ensure conformance with applicable policies.
- Submittals shall be as follows:
 - o Preliminary Plans
 - o Pre-Final Plans (including Pre-Final Specifications and Estimates)
 - o Final Plans, Specifications and Estimates
 - The Tazewell County Highway Department shall review the above submittals and provide written comments as appropriate.
 - The Illinois Department of Transportation will review the Pre-Final Plans and provide written comments as appropriate.
 - Midwest Engineering Associates will review the comments, revise the plans and respond to the comments with a written disposition for each submittal.



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Cover Sheet (1 sheet)

- Will be completed in accordance with Illinois Department of Transportation guidelines.

Index of Sheets, Commitments, Standards, & General Notes

- The Illinois Department of Transportation format will be followed to provide Commitments and any General Notes.
- Index of sheets and a list of Illinois Department of Transportation Highway Standards and Illinois Department of Transportation District 4 Standards will be included.
- The Tazewell County Highway Department will provide the commitments and applicable general notes to be included on the plans.
- Generate the applicable general notes and job specific general notes to be included in the plans.

Summary of Quantities

- Approximately 14 pay items will be listed on each SOQ sheet and about 80 pay items are expected for the roadway contract.
- Work for this task includes determining the proper pay item, code number, and construction type code for each item as required.

Status of Utilities

- Provide a listing of utility types, location, type of conflict, and disposition.
- Provide a listing of Utility Company Representatives and their contact information.

Typical Sections

- Each section will include a legend numbered independently from the plan sheets.
- Up to two existing mainline typical sections will be prepared and included in the plans. The existing mainline typical sections will be separate from the proposed mainline typical sections.

Schedule of Quantities

- The Schedule of Quantities will tabulate the plan sheet quantities into schedules. Some pay items may be tabulated in some other area of the plans. The Summary of Schedules will include a reference in such cases.
- In general, no pay item quantities will be shown on plan construction sheets.
- Pay items will generally be grouped according to type of work when possible.
- Pay items on the sheets will generally follow the same sequence as the Specification book.
- Schedules will be created for all pay items as required.

Alignment Ties and Benchmarks

- This sheet shall include a drawing of reference/recovery ties and benchmark data in tabular format.
- Approximately 8-10 reference points will be set.
- Alignment ties will be shown on the plans with coordinates, and Station/Offset information.
- Swing ties will be shown in schematic form for reestablishment of the monuments. Benchmarks will be set and shown in the plans.
- Reference points will be tied and will be field staked using iron pipes or rods.
- Reference points will be set such that two points can be seen from any point.
- The maximum distance between reference points will be 1,500 feet.
- Benchmarks will be set and shown in the plans. At least three benchmarks will be set and referenced in the plans. Generally, benchmarks will be set along existing roadways where possible. A location and description will be shown for each benchmark.

Right of Way Plan Sheets

- Develop right of way plan sheets.

General Plan View Layout

- The line diagram of the project limits, shown at 1" = 200' scale, will identify bearings and distances for centerline tangents and centerline curve data. (1 sheet)
- The drawing will show side roads by mainline intersection station and mainline skew angle.
- All curve data will be shown in tabular format.

Existing/Removal Plan Sheets

- These sheets will be prepared at a scale of 1" = 50'.
- The existing mainline roadway plan sheets will show all removal items, existing/proposed ROW, existing utilities, and existing/proposed centerlines.
- The existing/removal plan sheets for all the side roads will be included (contiguous) with the mainline.
- No quantities will be shown on the existing/removal plan sheets.

Roadway Plan & Profile

- No change to the horizontal and vertical alignments are expected but will be reviewed as a part of the Phase I Study. Any changes needed to the alignment that is approved in the Phase I Study will be included in the design phase.
- The roadway plan and profile sheets shall be shown at a scale of 1"=50'H and 1" = 5'V.
- The proposed roadway will be shown on the top half of the sheet, the profile on the bottom half.
- No quantities will be shown on the roadway plan sheets.

Construction Staging/Maintenance of Traffic (MOT)

- The MOT is expected to be done under highway standards and no separate staging is expected.
- If needed, a MOT plan will be prepared showing specific details that are not covered by highway standards. This will include any narrative that may be required.
- No quantities will be shown on the MOT plan sheets.

Landscaping and Erosions Control Sheets

- The landscaping design shall be limited to seeding, fertilizing and placing mulch.
- No tree or shrub planting will be included in the project.
- Erosion control will be designed for all culverts and ditches as required.
- Temporary erosion control features shall be designed such as silt fence, riprap, erosion control seeding, erosion control fabric or other treatments per Illinois Department of Transportation standards.
- It is presumed this project will not require permanent erosion control measures other than permanent vegetation, which is included in Landscaping Design.
- No quantities will be shown on the Erosion Control and Landscaping Plan sheets.
- These sheets will be shown at a scale of 1" = 50'.
- Minimal side road work is expected and any erosion/landscaping work needed for side roads will be shown on the mainline Erosion Control and Landscaping plan sheets.



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Drainage & Utility Plan/Profile Sheets

- Utilize the drainage analysis and design included and approved in the Phase I Study. May need to make minor revisions to the drainage design during this project.
- Utility conflicts will be identified and mitigated where possible or noted for relocation. This includes coordinating necessary relocations directly with utility companies.
- Locate drainage tiles utilizing local knowledge and exploratory trenching. Identified tiles will include replacement with Schedule 35 PVC throughout the right-of-way with a positive visual marker where it enters right-of-way and/or departs right-of-way. Evaluate need for catch basins with open grates or closed lids in the proposed ditch flowlines.
- No quantities will be shown on the Drainage and Utility Plans.
- The proposed drainage information will be shown on separate sheets from the Roadway Plan/Profile sheets.
- The format for the drainage sheets shall be the same as the Roadway Plan/Profile sheets.
- The proposed roadway drainage plan/profile will show the ditches, culverts, and associated profiles with grades, low points, culvert information etc.
- A legend describing each symbol will be shown on each sheet. Standard drainage symbols as shown on Highway Standard 000001 will be used.
- The culverts will be identified with a given numbered item and will be called out in a schedule.
- A separate Drainage Schedule will be included on each drainage plan/profile sheet.
- The Culvert Schedule will show the upstream/downstream invert elevations, length of pipe, size of pipe, type/class of pipe, trench backfill quantity, and any special remarks for each culvert.

Pavement Marking and Signing Plan Sheets

- Pavement marking and signing plan sheets for proposed mainline and all side roads will show the roadway plan view at 1"= 50' scale.
- Minimal side road work is expected and any pavement marking needed for side roads will be shown on the mainline Pavement Marking plan sheets.
- No quantities will be shown on the pavement marking plan sheets.
- Signing will be shown in accordance with the MUTCD and Illinois Supplement to the MUTCD.

Lighting Plan

- Not required.

Guardrail and other Protective Barriers

- Provide guardrail length of need calculations and guardrail details on the plan view for the existing structure required due to modifications to the shoulders.

Miscellaneous Construction Details

- Miscellaneous detail sheets will be prepared for special construction details not covered by Illinois Department of Transportation Standards or Illinois Department of Transportation District 4 Details. (1 sheet)

District CADD Standards Sheets

- Review the District Standards for applicability to the project and include relevant standards in the plans.
- Download current versions of the District CADD details from the IDOT website.

Cross Sections

- Develop cross sections at 100-foot intervals along Muller Road.
- Cross sections will not be developed for the side roads.
- Data shown on the cross sections will include:
 - Proposed and existing centerline including elevations
 - Existing and proposed Right-of-Way limits
 - Easement limits
 - Proposed roadway profile elevation
 - Ditch and swale flow arrows, if applicable
 - Proposed ditch flowline elevations
 - Existing utility information
 - Culverts under Muller Road. The culvert sections will be cut along the skew of the culvert and along the stream profile beyond the culvert area.
 - Cut & fill areas and topsoil areas
 - Limits of topsoil excavation and placement
 - Removal limits of unsuitable material, if applicable
 - Information regarding the shoulder sub-base, existing ground surface, unsuitable material, topsoil, excavation, riprap
 - Include superelevation tables with beginning and ending stations, transitions, etc.
 - Major features
- Approximately 150 full cross sections and half cross sections at each driveway/entrance will be included.

These sheets are not applicable and shall not be provided:

- Temporary Traffic Signal Plans
- Pavement Jointing Plan Sheets
- Underdrain Plan/Profiles
- Lighting Design and Plans
- Mitigation of any Environmental Item is not included in this project.
- Structure plans for the structure over I-74 – it is anticipated that the Phase I report will include a gap for the structure

Items not included in the Scope of Services but could be added via an addendum include third party reviews, material testing, and subsurface exploration.

ADDITIONAL SERVICES

Additional services not included in the scope can be performed as needed with a scope, fee, and schedule to be identified and agreed upon by MWEA and the Tazewell County Highway Department at a later time.

FEES

MWEA proposes to perform the above Scope of Services on a time and materials basis using a 2.80 direct labor multiplier. The fees associated with performing the Scope of Services will not exceed \$337,600 without written authorization from Tazewell County.



SCHEDULE

Midwest Engineering Associates can start work immediately upon receipt of an executed copy of this agreement, or written notice to proceed, or e-mail referring to this proposal with instructions to proceed.

We anticipate the following project schedule:

07/31/2022	Project Development Report Complete
11/30/2022	Preliminary Plans Complete
11/30/2023	Final Plans Complete (Pre-Final if No IDOT Approval)
05/31/2025	Right-Of-Way Acquisition Complete
11/30/2025	Utility Relocations Complete
01/15/2026	Letting Date

MWEA will coordinate potential work on each end of the project with the City of East Peoria and the Village of Morton.

TERMS AND CONDITIONS

Attached to this proposal are our General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative of the Tazewell County Highway Department execute a complete copy and return it to our office.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to Midwest Engineering Associates, Inc. upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.

We sincerely appreciate the opportunity to continue to be of service to the Tazewell County Highway Department.

Sincerely,

Handwritten signature of David L. Horton in blue ink.

David L. Horton, P.E.
Sr. Project Manager

Handwritten signature of Rob Culp in blue ink.

Rob Culp, P.E., C.F.M.
Sr. Project Manager

Attachments:
General Conditions of Service

Responsible for Payment and Accepted by:

Signature: Handwritten signature of J. David Zimmerman in black ink over a horizontal line.

Name (please print): J. David Zimmerman

Title (please print): County Board Chairman

Firm: Tazewell County Highway Department



Midwest Engineering Associates, Inc.
General Conditions Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

1. WARRANTY

- a. In performing its professional services hereunder, the services of Midwest Engineering Associates, Inc. will be of the kind and quality designated and will be performed by qualified personnel, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No other warranties, express or implied, is made or intended by Midwest Engineering Associates, Inc.'s undertaking herein or its performance of services hereunder.

2. RISK ALLOCATION

- a. The total liability, in the Agreement, of Midwest Engineering Associates, Inc. and Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages arising out of Midwest Engineering Associates, Inc.'s services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Midwest Engineering Associates, Inc. or Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them shall not exceed the total compensations received by Midwest Engineering Associates, Inc. under this Agreement or the total amount of \$50,000, whichever is greater.

3. REUSE OF DOCUMENTS

- a. All documents including drawings and specifications prepared by Midwest Engineering Associates, Inc. pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project, or any other project. Any reuse without specific written verification or adaptation by Midwest Engineering Associates, Inc. will be at Client's sole risk and without liability or legal exposure to Midwest Engineering Associates, Inc.; and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Midwest Engineering Associates, Inc. to further compensations at rates to be agreed upon by Client and Midwest Engineering Associates, Inc.

4. CONFIDENTIALITY

- a. Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party.

5. PAYMENT

- a. Payment for services rendered shall be made monthly in accordance with invoices rendered by Midwest Engineering Associates, Inc. If payment is to be on a Lump Sum basis, monthly invoices will be based on the portion of the total services completed during the month as estimated by Midwest Engineering Associates, Inc. If payment is to be on a Standard Hourly basis, or a Multiplier or direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client requires work beyond the standard 40 hour work week overtime rates shall apply. Overtime shall be time and a half of applicable labor rate or direct multiplier. If Client does not accept new Standard Hourly Rate schedules adopted by Midwest Engineering Associates, Inc. on an annual basis, Midwest Engineering Associates, Inc. may terminate the Agreement and/or cease performing services under the Agreement until paid in full.
- b. Any and all changes or deviations in the scope of work defined ordered by Client must be in writing, the contract sum being increased or decreased accordingly by Midwest Engineering Associates, Inc. Any claims for increases in the cost of the work must be presented by Midwest Engineering Associates, Inc. to the Client in writing, and written approval of the Client shall be obtained by Midwest Engineering Associates, Inc. before proceeding with the ordered change or revision.



- c. Invoices, or part thereof, which are not paid within 30 days after the date of their issue shall be assessed a service charge at the rate of 1 ½% per month. Client will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Midwest Engineering Associates, Inc. in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by Midwest Engineering Associates, Inc.

6. SUBCONTRACTING

- a. Each party has the right to subcontract any and all services, duties, and obligations of the Agreement.

7. TERMINATION

- a. At any time, either Midwest Engineering Associates, Inc. or the Client may terminate, with or without cause, by giving seven days advance written notice to the other party. If Midwest Engineering Associates, Inc. terminates its consulting relationship with the Client, the Client shall have the option, in its complete discretion, to terminate Midwest Engineering Associates, Inc. immediately without the running of any notice period. In the event of termination, Midwest Engineering Associates, Inc. shall be compensated by Client for all services rendered to the date of termination plus reasonable termination costs to organize Midwest Engineering Associates, Inc.'s files and any reasonable expenses incurred by Midwest Engineering Associates, Inc. to coordinate efforts with another party.

8. USE OF WORK PRODUCT

- a. Except as specifically set forth in writing and signed by both Midwest Engineering Associates, Inc. and Client, Midwest Engineering Associates, Inc. shall have all copyright and patent rights with respect to all materials developed under this contract, and Midwest Engineering Associates, Inc. is hereby granted a non-exclusive license to use and employ such materials within Midwest Engineering Associates, Inc. business.

9. CONSTRUCTION RESPONSIBILITY

- a. Midwest Engineering Associates, Inc. shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall Midwest Engineering Associates, Inc. be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

10. OPINIONS OF COST

- a. Since Midwest Engineering Associates, Inc. has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Midwest Engineering Associates, Inc.'s own experience and represent his best judgment as a design professional familiar with the construction industry, but Midwest Engineering Associates, Inc. cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinion s of probable cost prepared by Midwest Engineering Associates, Inc.

11. ATTORNEY'S FEES

- a. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Peoria County, Illinois.

12. COMPLIANCE WITH CODES AND STANDARDS

- a. In the performance of all services to be provided hereunder, Midwest Engineering Associates, Inc. and Client agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.



13. STANDARD OF CARE

- a. Services performed by MIDWEST under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

14. HAZARDOUS MATERIALS

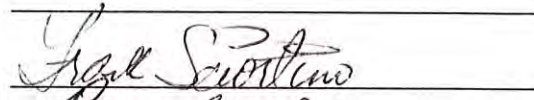
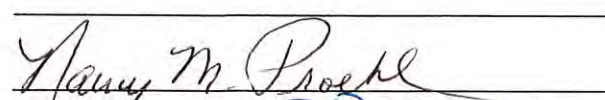
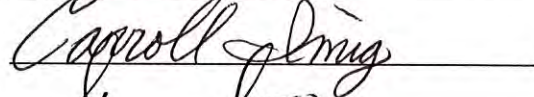

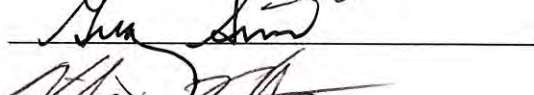
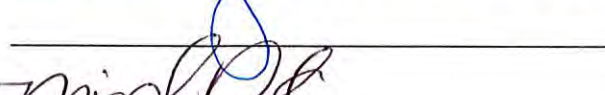
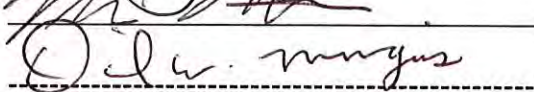
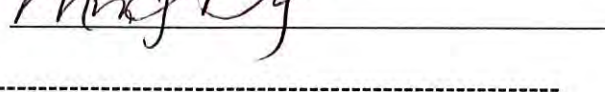
- a. Any hazardous or toxic substances encountered by associated with services provided by Midwest Engineering Associates, Inc. for the Project shall at no time be or become the property of Midwest Engineering Associates, Inc. Arrangements for handling the hazardous or toxic substances, which are made by Midwest Engineering Associates, Inc., shall be made solely and exclusively on Client's behalf and benefit and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from and against any and all liability which arises out of the hazardous or toxic substance handling.

COMMITTEE REPORT

F-22-01

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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


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

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

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

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

F-22-03

Mr. Chairman and Members of the Tazewell County Board:

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

[Signature]

Carol J. King

[Signature]

Frank Scortino

Nancy M. Brock

Sammy Dickerson

[Signature]

Mindy K. [Signature]

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve the Circuit Clerk fees as follows:

WHEREAS, The General Assembly enacted Public Act 100-0987, effective July 1, 2019, which streamlined the statutory fee provisions into a framework of fee schedules identifying the maximum amounts which can be assessed in each civil case category as established by Supreme Court Order.

WHEREAS, The Supreme Court has approved updates to the General Administrative Order on Recordkeeping in the Circuit Courts to be effective January 1, 2022. Accordingly, the civil fee schedules are amended in accordance with the new case category assignments.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Tazewell County, in regular meeting assembled, as follows:

1. That the Circuit Court Clerk fees for Tazewell County Circuit Clerk, Tenth Judicial Circuit, shall be as follows:

(705 ILCS 105/27.1b(a))

(a) Civil cases.

The fee for filing a complaint, petition, or other pleading initiating a civil action shall be as set forth in the applicable schedule under this subsection in accordance with case categories established by the Supreme Court in schedules.

(1) SCHEDULE 1: not to exceed \$316, the fee shall be **\$306.00**. The fees collected under this schedule shall be disbursed as follows:

- (A) The clerk shall retain a sum, in an amount not to exceed \$45 determined by the clerk with the approval of the Supreme Court, to be used for court automation, court document storage, and administrative purposes.
- (B) The clerk shall remit \$11 to the State Treasurer to be deposited as follows:
 - Access to Justice Fund - \$2
 - Supreme Court Special Purposes Fund - \$9
- (C) The clerk shall remit a sum to the County Treasurer in the amount of \$250 for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:
 - General Fund (Circuit Clerk) - \$205
 - Court Usage Fund - \$20
 - Court Security Fund - \$25

Schedule 1 shall include the following case categories:

Arbitration (more than \$15,000), Chancery, Dissolution with Children, Dissolution without Children, Eminent Domain, Family, (except petitions filed pursuant to the Parental Notice of Abortion Act and voluntary petitions for paternity), Foreclosure cases, Governmental Corporation, Law, Law Magistrate (amount is over \$15,000.01), Miscellaneous Criminal (except Petitions for Expungement and Sealing, Miscellaneous Remedy (except Estrays and Lost Property Act and Administrative Reviews of unemployment decisions).

(2) SCHEDULE 2: not to exceed \$266, the fee shall be **\$256.00**. The fees collected under this schedule shall be disbursed as follows:

- (A) The clerk shall retain a sum, in an amount not to exceed \$45 determined by the clerk with the approval of the Supreme Court, to be used for court automation, court document storage, and administrative purposes.
- (B) The clerk shall remit \$11 to the State Treasurer to be deposited as follows:
 - Access to Justice Fund - \$2
 - Supreme Court Special Purposes Fund - \$9
- (C) The clerk shall remit a sum to the County Treasurer in the amount of \$200 for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

General Fund (Circuit Clerk) - \$155
Court Usage Fund - \$20
Court Security - \$25

Schedule 2 shall include the following case categories:

Arbitration (\$15,000 or less), Eviction (except those seeking possession only),
Law Magistrate and Small Claims (over \$2,500.00)

(3) SCHEDULE 3: not to exceed \$89, the fee shall be **\$89.00**. The fees collected under this schedule shall be disbursed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed \$22 determined by the clerk with the approval of the Supreme Court, to be used for court automation, court document storage, and administrative purposes.

(B) The clerk shall remit \$11 to the State Treasurer to be deposited as follows:
Access to Justice Fund - \$2
Supreme Court Special Purposes Fund - \$9

(C) The clerk shall remit a sum to the County Treasurer in the amount of \$56 for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:
General Fund (Circuit Clerk) - \$26
Court Usage Fund - \$5
Court Security - \$25

Schedule 3 shall include the following case categories:

Adoptions, Eviction cases (seeking possession only) and Small Claims (under \$2,500.01).

(4) SCHEDULE 4: \$0.00

(b) Appearance.

The fee for filing an appearance in a civil action, including a cannabis civil law action under the Cannabis Control Act, shall be as set forth in the applicable schedule under this subsection in accordance with case categories established by the Supreme Court in schedules.

(1) **SCHEDULE 1:** not to exceed a total of \$191, the fee shall be **\$181.00**. The fees collected under this schedule shall be disbursed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed \$45 determined by the clerk with the approval of the Supreme Court, to be used for court automation, court document storage, and administrative purposes.

(B) The clerk shall remit \$11 to the State Treasurer to be deposited as follows:

Access to Justice Fund - \$2

Supreme Court Special Purposes Fund - \$9

(C) The clerk shall remit a sum to the County Treasurer, in the amount of \$125 for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

General Fund (Circuit Clerk) - \$80

Court Usage Fund - \$20

Court Security - \$25

Schedule 1 appearance fees shall include the following case categories:

Arbitration, Chancery, Dissolution with Children, Dissolution without children

Eminent Domain, Eviction (except those seeking possession only), Family,

Foreclosure, Governmental Corporation, Guardianship, Law, Law Magistrate

Miscellaneous Criminal, Miscellaneous Remedy, Probate, Small Claims (over

\$2,500) and Tax Cases.

(2) **SCHEDULE 2:** not to exceed a total of \$109, the fee shall be **\$109.00**. The fees collected under this schedule shall be disbursed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed \$10 determined by the clerk with the approval of the Supreme Court, to be used for court automation, court document storage, and administrative

purposes.

(B) The clerk shall remit \$11 to the State Treasurer to be deposited as follows:

Access to Justice Fund - \$2

Supreme Court Special Purposes Fund - \$9

(C) The clerk shall remit a sum to the County Treasurer, in the amount of \$90 for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

General Fund (Circuit Clerk) - \$60

Court Usage Fund - \$5

Court Security - \$25

Schedule 2 appearance fees shall include the following case categories:

Eviction (seeking possession only), Small Claims (\$2,500 or less)

(3) SCHEDULE 3: \$0.00

(c) Counterclaim or third party complaint.

When any defendant files a counterclaim or third party complaint, as part of the defendant's answer or otherwise, the defendant shall pay a filing fee for each counterclaim or third party complaint in an amount equal to the filing fee the defendant would have had to pay had the defendant brought a separate action for the relief sought in the counterclaim or third party complaint, less the amount of the appearance fee, if any, that the defendant has already paid in the action in which the counterclaim or third party complaint is filed.

(d) Alias summons.

The clerk shall collect a fee of **\$5.00** for each alias summons or citation issued by the clerk.

(e) Jury services.

The clerk shall collect, in addition to other fees allowed by law, a sum of **\$212.50**, as a fee for the services of a jury in every civil action not quasi-criminal in its nature and not a proceeding for the exercise of the right of eminent domain and in every other action wherein the right of trial by jury is or may be given by law. The jury fee shall be paid by the party demanding a jury at the time of filing the jury demand. If the fee is not paid by either party, no jury shall be called in the action or proceeding, and the action or

proceeding shall be tried by the court without a jury.

(f) Change of venue. In connection with a change of venue:

- (1) The clerk of the jurisdiction from which the case is transferred will charge a fee of **\$40.00** for the preparation and certification of the record; and
- (2) The clerk of the jurisdiction to which the case is transferred may charge the same filing fee as if it were the commencement of a new suit.

(g) Petition to vacate or modify.

- (1) In a proceeding involving a petition to vacate or modify any final judgment or order filed within 30 days after the judgment or order was entered, except for an eviction case, small claims case, petition to reopen an estate, petition to modify, terminate, or enforce a judgment or order for child or spousal support, or petition to modify, suspend or terminate an order for withholding, the fee shall be **\$50.00**.
- (2) In a proceeding involving a petition to vacate or modify any final judgment or order files more than 30 days after the judgment or order was entered, except for a petition to modify, terminate, or enforce a judgment or order for child or spousal support, or petition to modify, suspend, or terminate an order for withholding, the fee shall be **\$75.00**.
- (3) In a proceeding involving a motion to vacate or amend a final order, motion to vacate an ex parte judgment, judgment of forfeiture, or “failure to appear or “failure to comply” notices sent to the Secretary of State, the fee shall equal **\$40.00**.

(h) Appeals preparation.

The fee for preparation of a record on appeal shall be based on the number of pages, as follows:

- (1) if the record contains no more than 100 pages, the fee shall be **\$50.00**;
- (2) if the record contains between 100 and 200 pages, the fee shall be **\$100.00**; and
- (3) if the record contains 200 or more pages, the clerk shall collect an additional fee of **\$.25 per page**.

(i) Remands.

In any cases remanded to the circuit court from the Supreme Court or the appellate court for a new trial, the clerk shall reinstate the case with either its original number or a new number. The clerk shall not charge any new or additional fee for the reinstatement. Upon reinstatement, the clerk shall advise the parties of the reinstatement. Parties shall have the same right to a jury trial on remand and reinstatement that they had before the appeal, and no additional or new fee or charge shall be made for a jury trial after remand.

(j) Garnishment, wage deduction, and citation.

In garnishment affidavit, wage deduction affidavit, and citation petition proceedings:

- (1) if the amount in controversy in the proceeding is not more than \$1,000, the fee shall be **\$15.00**;
- (2) if the amount in controversy in the proceeding is greater than \$1,000 and not more than \$5,000, the fee shall be **\$30.00**; and
- (3) if the amount in controversy in the proceeding is greater than \$5,000, the fee shall be **\$50.00**.

(j-5) Debt Collection.

In any proceeding to collect a debt subject to the exception in item (ii) of subparagraph (A-5)

of paragraph (1) of subsection (z) of this Section, the circuit court shall order and the clerk

shall collect from each judgment debtor a fee of:

- (1) **\$35.00** if the amount in controversy in the proceeding is not more than \$1,000;
- (2) **\$45.00** if the amount in controversy in the proceeding is greater than \$1,000 and not more than \$5,000; and
- (3) **\$65.00** if the amount in controversy in the proceeding is greater than \$5,000.

(k) Collections.

- (1) For all collections made of others, except the State and county and except in maintenance or child support cases, the clerk may collect a fee of **2.5%** of the amount collected and turned over.
- (2) In child support and maintenance cases, the clerk shall collect an annual fee of **\$36.00** from the person making payment for maintaining child support records

and the processing of support orders to the State of Illinois KIDS system and the recording of payments issued by the State Disbursement Unit for the official record of the Court. This fee is in addition to and separate from amounts ordered to be paid as maintenance or child support and shall be deposited into a Separate Maintenance and Child Support Collection Fund, of which the clerk shall be the custodian, ex officio, to be used by the clerk to maintain child support orders and record all payments issued by the State Disbursement Unit for the official record of the Court. The clerk may recover from the person making the maintenance or child support payment any additional cost incurred in the collection of this annual fee.

- (3) The clerk may collect a fee of **\$5.00** for certifications made to the Secretary of State as provided in Section 7-703 of the Illinois Vehicle Code and this fee shall be deposited into the Separate Maintenance and Child Support Collection Fund.
- (4) In proceedings to foreclose the lien of delinquent real estate taxes, State's Attorneys shall receive a fee of **10%** of the total amount realized from the sale of real estate sold in the proceedings. The clerk shall collect the fee from the total amount realized from the sale of the real estate sold in the proceedings and remit to the County Treasurer to be credited to the earnings of the Office of State's Attorney.

(l) Mailing.

The fee for the clerk mailing documents shall be **\$10.00 plus the cost of postage.**

(m) Certified copies.

The fee for each certified copy of a judgment, after the first copy, shall be **\$10.00.**

(n) Certification, authentication, and reproduction.

- (1) The fee for each certification or authentication for taking the acknowledgment of a deed or other instrument in writing with the seal of office shall be **\$6.00.**
- (2) The fee for reproduction of any document contained in the clerk's files shall be:
 - (A) **\$2.00** for the first page.
 - (B) **\$.50 cents per page for the next 19 pages;** and

(C) **\$.25 cents per page for all additional pages.**

(o) Record search.

For each record search, within a division or municipal district, the clerk may collect a search fee in the amount of **\$6.00**.

(p) Hard copy.

For each page of hard copy print output, when case records are maintained on an automated medium, the clerk may collect a fee in the amount of **\$6.00**.

(q) Index inquiry and other records.

No fee shall be charged for a single plaintiff and defendant index inquiry or single case record inquiry when this request is made in person and the records are maintained in a current automated medium, and when no hard copy print output is requested. The fees to be charged for management records, multiple case records, and multiple journal records may be specified by the Chief Judge pursuant to the guidelines for access and dissemination of information approved by the Supreme Court.

(r) Performing a marriage.

There shall be a **\$10.00** fee for performing a marriage in court.

(s) Voluntary assignment.

For filing each deed of voluntary assignment, the clerk shall collect a fee of **\$20.00**. For recording a deed of voluntary assignment, the clerk shall collect a fee of **\$.50** for each 100 words. Exceptions filed to claims presented to an assignee of a debtor who has made a voluntary assignment for the benefit of creditors shall be considered and treated, for the purpose of taxing costs therein, as actions in which the party or parties filing the exceptions shall be considered as party or parties plaintiff, and the claimant or claimants as party or parties defendant, and those parties respectively shall pay to the clerk the same fees as provided by this Section to be paid in other actions.

(t) Expungement petition.

The clerk shall collect a fee of **\$60.00** for each expungement petition filed and an additional fee of **\$4.00** for each certified copy of an order to expunge arrest records.

(u) Transcripts of judgment.

For the filing of a transcript of judgment, the clerk may collect the same fee as if it were the commencement of a new suit.

(v) Probate filings.

- (1) For each account (other than one final account) filed in the estate of a decedent, or ward, the fee shall be **\$25.00**.
- (2) For filing a claim in an estate when the amount claimed is greater than \$150 and not more than \$500, the fee shall be **\$25.00**; when the amount claimed is greater than \$500 and not more than \$10,000, the fee shall be **\$40.00**; and when the amount claimed is more than \$10,000, the fee shall be **\$60.00**; except the court in allowing a claim may add to the amount allowed the filing fee paid by the claimant.
- (3) For filing in an estate a claim, petition, or supplemental proceeding based upon an action seeking equitable relief including the construction or contest of a will, enforcement of a contract to make a will, and proceedings involving testamentary trusts or the appointment of testamentary trustees, the fee shall be **\$60.00**.
- (4) There shall be no fee for filing in an estate: (i) the appearance of any person for the purpose of consent; or (ii) the appearance of an executor, administrator, administrator to collect, guardian, guardian ad litem, or special administrator.
- (5) For each jury demand the fee shall be **\$137.50**.
- (6) For each certified copy of letters of office, of court order, or other certification, the fee shall be **\$2.00** per page.
- (7) For each exemplification, the fee shall be **\$2.00**, plus the fee for certification.
- (8) The executor, administrator, guardian, petitioner, or other interested person or his or her attorney shall pay the cost of publication by the clerk directly to the newspaper.
- (9) The person on whose behalf a charge is incurred for witness, court reporter, appraiser, or other miscellaneous fees shall pay the same directly to the person entitled thereto.

- (10) The executor, administrator, guardian, petitioner, or other interested person or his or her attorney shall pay to the clerk all postage charges incurred by the clerk in mailing petitions, orders, notices or other documents pursuant to the provisions of the Probate Act of 1975.

(w) Corrections of numbers.

For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the clerk's office, to be charged against the party that filed the document, the fee shall be **\$25.00**.

(x) Miscellaneous.

- (1) Interest earned on any fees collected by the clerk shall be turned over to the county general fund as an earning of the office.
- (2) For any check, draft, or other bank instrument returned to the clerk for non-sufficient funds, account closed, or payment stopped, the clerk shall collect a fee of **\$25.00**.

(y) Other fees.

Any fees not covered in this Section shall be set by rule or administrative order of the circuit court with the approval of the Administrative Office of the Illinois Courts. The clerk of the circuit court may provide services in connection with the operation of the clerk's office, other than those services mentioned in this Section, as may be requested by the public and agreed to by the clerk and approved by the Chief Judge. Any charges for additional services shall be as agreed to between the clerk and the party making the request and approved by the Chief Judge. Nothing in this subsection shall be construed to require any clerk to provide any service not otherwise required by law.

(y-5) Unpaid fees.

Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived under a court order, the clerk of the circuit court may add to any unpaid fees and costs under this Section a delinquency amount equal to 5% of the unpaid fees that remain unpaid after 30 days, 10% of the unpaid fees that remain unpaid after 60 days, and 15% of the unpaid fees that remain unpaid after 90 days. Notice to those parties may be made by signage posting or publication. The additional delinquency amounts collected under this Section shall be deposited into the Circuit Court Clerk Operations and Administration Fund and used to defray additional administrative costs incurred by the clerk of the circuit

court in collecting unpaid fees and costs.

(z) Exceptions.

(1) No fee authorized by this Section shall apply to:

(A) police departments or other law enforcement agencies. In this Section, “law enforcement agency” means: an agency of the State or a unit of local government which is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances; the Attorney General; or any State’s Attorney.

(B) any action instituted by the corporate authority of a municipality with more than 1,000,000 inhabitants under Section 11-31-1 of the Illinois Municipal Code and any action instituted under subsection (b) of Section 11-31-1 of the Illinois Municipal Code by a private owner or tenant of real property within 1,200 feet of a dangerous or unsafe building seeking an order compelling the owner or owners of the building to take any of the actions authorized under that subsection;

(C) any commitment petition or petition for an order authorizing the administration of psychotropic medication or electroconvulsive therapy under the Mental Health and Developmental Disabilities Code;

(D) a petitioner in any order of protection proceeding, including, but not limited to, fees for filing, modifying, withdrawing, certifying, or photocopying petitions for order of protection, issuing alias summons, any related filing service, or certifying, modifying, vacating, or photocopying any orders of protection; or

(E) proceedings for the appointment of a confidential intermediary under the Adoption Act.

(2) No fee other than the filing fee contained in the applicable schedule in subsection (a) shall be charged to any person in connection with an adoption proceeding.

(3) Upon good cause shown, the court may waive any fees associated with a special needs adoption. The term “special needs adoption” has the meaning provided by the Illinois Department of Children and Family Services.

(aa) The Section is repealed on January 1, 2021.

2. That the effective date of the Circuit Court Clerk fees adopted herein shall be January 1, 2022. Passed, approved and adopted this 26th day of January 2022.

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 Circuit Clerk, the Auditor and the Treasurer of this action.

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

HR-22-02

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a revision to the Employee Policies 2014, the Employees Personnel Policies Handbook portion; and

WHEREAS, Section 8.2, Vacations, on page 49 will be amended as follows:

The County Board Chairman can authorize up to five days of vacation for the first year of employment for a non-union exempt new hire when negotiating salary and compensation. The new hire can use these five days during the first year of employment. These five days are in addition to vacation time earned and accrued during their first year.

THEREFORE BE IT RESOLVED the County Board approves recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, all Department Heads and Elected Officials and the Payroll Division of this action.

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:

Tazewell County Clerk


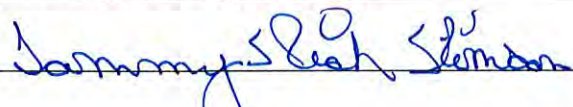
Tazewell County Board Chairman

COMMITTEE REPORT

HR-22-03

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a policy to expend American Rescue Plan Act funds as hazard pay to current eligible employees; and

WHEREAS, guidelines were developed for determining risk level and correlating dollar amounts for hazard pay eligibility based on multiple factors; and

WHEREAS, any amount of hazard pay already paid to an eligible employee from non-ARPA funds will be deducted from this calculation of ARPA funded hazard pay; and

WHEREAS, the total amount of ARPA funding dollars will be calculated by the County's Finance Department and Payroll based upon employee eligibility information using the risk level assignment; and

WHEREAS, the total amount of ARPA funds to be expended is not to exceed two million dollars (\$2,000,000); and


WHEREAS, payments will be made following the Payroll calculation of hazard pay as soon as administratively feasible.

THEREFORE BE IT RESOLVED the County Board approves this recommendation.

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

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:



 Tazewell County Clerk


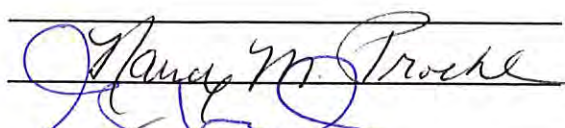

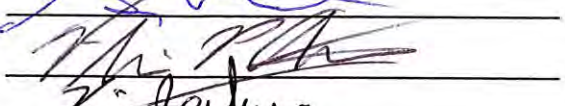
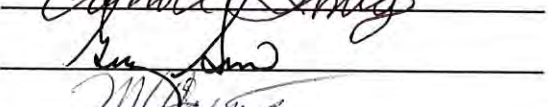
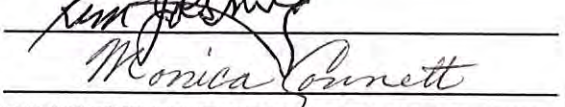
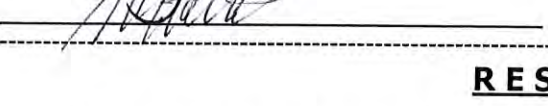
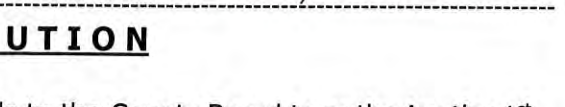


 Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the 1st quarterly payment for 2022 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-21-168 was approved in November 2021 approving an agreement with GPEDC for twelve months encompassing calendar year 2022; and

WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 1st quarter investment for 2022.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, 401 NE Jefferson, Peoria, IL 61603 and the Auditor of this action.

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman



GREATER PEORIA
Economic Development Council

Invoice

Date	Invoice #
1/11/2022	GPEDC '22-2

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

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

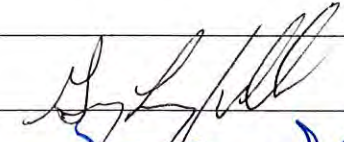
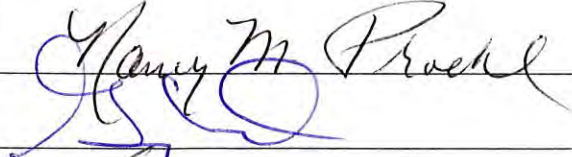
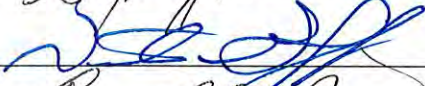
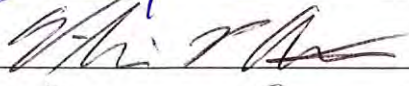
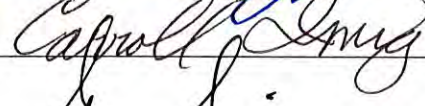


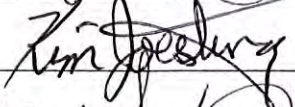

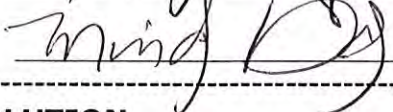
Due Date
3/31/2022

Description	Amount
2022 Investment - 1 of 4	16,875.00
Total	\$16,875.00

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends the adoption of the attached Second Amendment to Option and Lease Agreement with Pearl St Solar 1, LLC.

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

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

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT (“*Amendment*”) is made and entered into as of January __, 2022 (the “*Effective Date*”), between **Tazewell County, Illinois** (together “*Lessor*”) and **Pearl St Solar 1, LLC**, a Delaware limited liability company (the “*Lessee*”).

WHEREAS, Lessor and Lessee entered into that certain Option and Lease Agreement, dated February 6, 2019 with respect to the property commonly known as 21314 IL RTE 9, Tremont, IL 61568 (Parcel No. 11-11-14-200-007) as amended by that First Amendment to Option and Lease Agreement dated as of November 17, 2021 (together, the “*Lease*”).

WHEREAS, the legal descriptions for the Premises and Easements shown on Exhibit B were based on preliminary site discovery information and were contemplated to be replaced with actual metes and bounds upon completion of System design and site survey.

WHEREAS, Lessee has completed its System design and site survey and the parties now seek to lease the entirety of the Property.

WHEREAS, the parties desire to amend the Lease on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree, as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as if set forth at length. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Lease. All references herein to the Lease shall include the Lease as modified by this Amendment.
2. **Premises.** The Premises shall be the entirety of the Property and the following sentence shall be added to the end of Recital B of the Lease:

“Notwithstanding anything to the contrary contained herein, the Premises shall be the entirety of the Property.”
3. **Premises Exhibit.** Exhibit B of the Lease is hereby deleted in its entirety and replaced with **Exhibit B** attached hereto.
4. **Ratification; Full Force and Effect.** Except as amended by this Amendment, the Lease is hereby ratified, confirmed and approved in all respects.
5. **Provisions Binding.** All rights and liabilities given to or imposed upon either of the parties to this Amendment shall extend to and are binding upon the parties hereto and their respective successors and assigns.
6. **Entire Agreement.** This Amendment (a) together with the Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties, (b) may not be

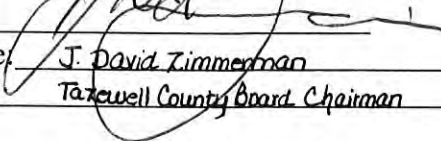
modified or amended except by written agreement signed by the parties, (c) will be governed by the laws of the State of Illinois, without regard to principles of conflicts of laws and (d) may be executed by facsimile signature and in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LESSOR:

TAZEWELL COUNTY, ILLINOIS

By: 
Name: J. David Zimmerman
Title: Tazewell County Board Chairman

LESSEE:

PEARL ST SOLAR 1, LLC,
An Illinois limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT B

PREMISES DESCRIPTION

The Premises is the entirety of the Property as described on Exhibit A of the Lease.

**Recording Requested By and
After Recording Return To:**
Pearl St Solar 1, LLC
c/o

Attn: Legal Department

MEMORANDUM OF OPTION AND LEASE

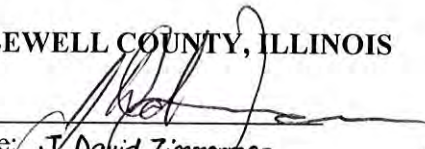
THIS MEMORANDUM OF OPTION AND LEASE, is made as of January __, 2022, by and between **Tazewell County, Illinois**, with an address of 11 S. 4th Street, Pekin, IL 61554 (“**Lessor**”) and **Pearl St Solar 1, LLC**, an Illinois limited liability company with an address of 55 Technology Drive, Suite 102, Lowell, Massachusetts 01851 (“**Lessee**”).

1. Lessor and Lessee are parties to that certain Option and Lease Agreement dated as of February 6, 2019 (the “**Effective Date**”) as amended on November 17, 2021 and January __, 2022 (the “**Option and Lease**”) covering all of that certain parcel of land and the improvements thereon described in **Schedule A** annexed hereto, and identified on the current Tax Map of the City of Tremont, County of Tazewell, State of Illinois as Parcel No. 11-11-14-200-007 (the “**Property**”).
2. Under the Option and Lease, Lessee has an option to lease the entire Property and, which option commences on the Effective Date and lasts for an initial term of five hundred forty (540) days thereafter. The option term may be extended for up to three (3) addition terms of three hundred sixty-five (365) day periods.
3. If the option is exercised, the initial term of the lease will be for twenty (20) years, and Lessee shall have the option to extend the lease for up to four (4) additional and successive five (5)-year terms, subject to earlier termination or extension pursuant to the terms of the Option and Lease or applicable law.
4. All of the terms, covenants and conditions of the Option and Lease are incorporated herein and made a part hereof. The purpose of this Memorandum is to give notice of the existence of the tenancy created by the Option and Lease; and shall not be construed to vary or otherwise affect the rights or obligations of the parties under the Option and Lease as it may be amended.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Option and Lease as of the date first above written.

LESSOR:

TAZEWELL COUNTY, ILLINOIS

By: 
Name: J. David Zimmerman
Title: Tazewell County Board Chairman

LESSEE:

PEARL ST SOLAR 1, LLC

By: _____
Name: _____
Title: _____

SCHEDULE A

PROPERTY LEGAL DESCRIPTION

The Property is legally described as follows:

Parcel No. 11-11-14-200-007


THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 4, WEST OF THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:


COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 58 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 598.56 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88 DEGREES 58 MINUTES 43 SECONDS WEST ALONG SAID SOUTH LINE, 1345.33 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 19 SECONDS WEST, 725.09 FEET TO THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 9;
THENCE SOUTH 80 DEGREES 29 MINUTES 19 SECONDS EAST ALONG SAID SOUTH LINE, 665.40 FEET; THENCE SOUTH 77 DEGREES 37 MINUTES 34 SECONDS EAST ALONG SAID SOUTH LINE, 200.25 FEET;
THENCE SOUTH 80 DEGREES 29 MINUTES 19 SECONDS EAST ALONG SAID SOUTH LINE, 100.00 FEET;
THENCE SOUTH 83 DEGREES 18 MINUTES 52 SECONDS EAST ALONG SAID SOUTH LINE, 199.81 FEET;
THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE 202.55 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5669.58 FEET (CHORD BEARS 79 DEGREES 02 MINUTES 59 SECONDS EAST, 202.53 FEET);
THENCE SOUTH 00 DEGREES 10 MINUTES 19 SECONDS EAST, 469.98 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING, ALL IN TAZWELL COUNTY, ILLINOIS.

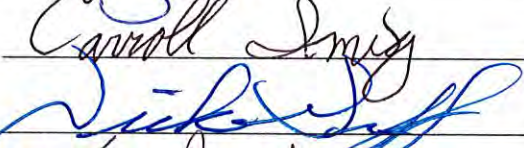
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

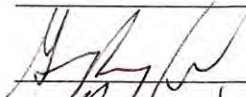
Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

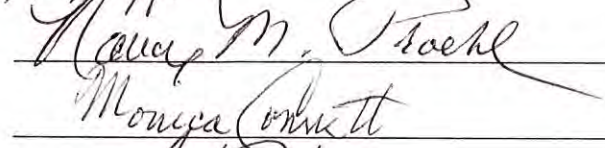




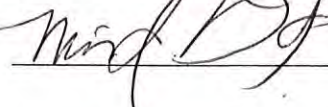
 Carroll Smyg


 Kim [Name]



 Nancy M. Trachl


 Monica [Name]



RESOLUTION

WHEREAS, a request from the Tazewell County Highway Department was received to proceed with the purchase of a Highway truck replacement; and

WHEREAS, the supply chain issues have resulted in a limited availability of trucks; and

WHEREAS, a suitable truck has become available and would replace one with high mileage; and

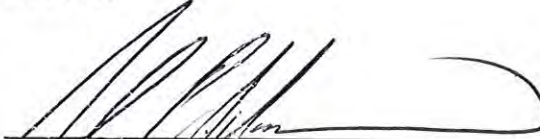
WHEREAS, the County's Executive Committee recommends to the County Board to approve the emergency declaration under 1 TCC 4-13; and

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

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

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

January 17, 2022

Dave Scheuermann
Tazewell County Highway
309-696-0485

Pre-Ordered 2022 Ford Super Duty Chassis Cabs

Units are available first come first serve and include the following:

Vinyl 40/20/40 Seating, 6.2L V8 Gasoline Engine, Automatic Transmission
Shift on Fly 4x4, Front Tow Hooks, Hour Meter, Daytime Running Lights
Vinyl Floor Covering, Air Conditioning, AM/FM/MP3 Stereo, Up-Fitter Switches
Bluetooth Hands Free Communications, Power Windows/Locks/Mirrors
Trailer Tow Mirrors w/ Heated Glass, Remote Keyless Entry, Cruise Control
Tilt/Telescoping Steering Column, H.D. Alternator, Dual H.D. Batteries
Limited Slip Rear Axle, H.D. Front & Rear Suspension, All-Terrain Tires
All other standard equipment

F 450 4x4 <u>Crew</u> Cab 203" W.B.	\$50,240.00	Exterior Color: Red
6.7L Turbo Diesel Engine	\$9,970.00	
Trailer Brake Controller	\$290.00	
Running Boards	\$420.00	
Electronic Back-Up Alarm	\$125.00	
1- Extra Key with Remote	\$180.00	
New M License and Title	<u>\$225.00</u>	
Grand total including options	\$61,450.00	ILLINOIS CONTRACT #21-416CMS-P-29479
Trade F450 Chassis VIN: DEB30198	<u>-\$11,500.00</u>	
Total difference after trade	\$49,950.00	

Customer acceptance and approval to order per the above specifications:

Signature: _____

Date: _____

Please submit this form along with your purchase order and a copy of your Illinois Tax Exempt Letter.

Sue Beeny - Emergency Purchase - Morrow Bros - Hwy Dept - Ford F450 Crew Cab & Chassis - #9

From: <cfink@tazewell.com>
To: "David Zimmerman" <dzimmerman@tazewell.com>
Date: 1/20/2022 9:00 AM
Subject: Emergency Purchase - Morrow Bros - Hwy Dept - Ford F450 Crew Cab & Chassis - #9
Cc: "Sue Beeny" <SBeeny@tazewell.com>, <gmenold@tazewell.com>
Attachments: Quote - Morrow Bros - Tazewell County Highway 22 F450 Crew 4x401172022.pdf

Hon. David Zimmerman,

Hon. Greg Menold advised that he spoke with you and it was determined we could replace one of our trucks on an emergency basis.

The quote we are proposing to approve is attached. It is not covered by the state's joint purchase contract and although it exceeds the \$30,000 bid threshold, we did not advertise and bid.

The emergency is the continuing limited availability of new trucks creating competition over limited purchase opportunities and our resulting growing backlog of trucks needing replacement.

Thank you for allowing the pursuit of this limited purchase opportunity.

Please let me know if you need anything.

Respectfully,
Craig Fink, P.E.
County Engineer
Tazewell County, Illinois
Phone 309-925-5532

Tazewell County Board



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

January 20, 2022

John C. Ackerman
Tazewell County Clerk
Via hand delivery

Dear John:

I wish to declare an emergency under § 33.13 Miscellaneous Provisions of the Tazewell County Code for the Tazewell County Highway Department to proceed with the purchase of a new truck.

The emergency need is due to the national supply chain issue and chip shortages and a replacement truck is available at this time.

Per the requirement § 33.13 the Board will consider a resolution approving this action at the January 26, 2022 meeting.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "DJ", written over the word "Sincerely,".

David Zimmerman
County Board Chairman

copy to: County Board Members
Brett Grimm, Auditor
Craig Fink, County Engineer
Christie Webb, Interim County Administrator

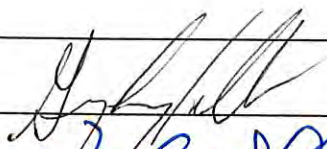
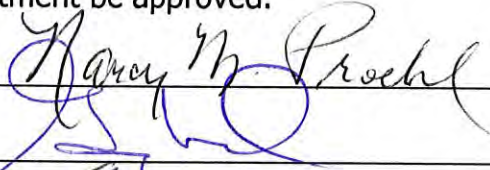

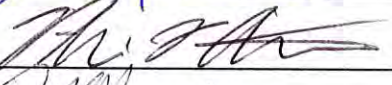

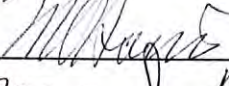
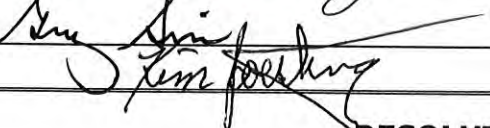
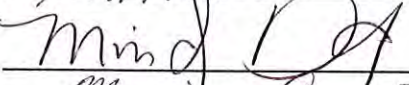
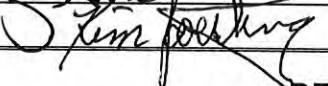
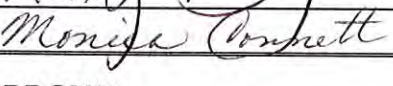
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Robert Boston of 212 S. West Street, Tremont, IL to the Tremont Fire Protection District for a term commencing January 01, 2022 and expiring May 01, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Robert Boston to the Tremont Fire Protection District and we recommend said appointment be approved.

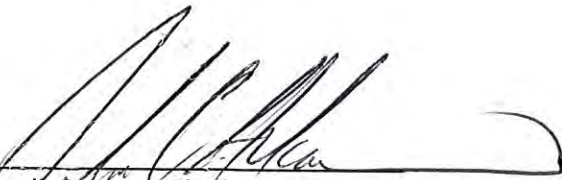
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Robert Boston to the Tremont Fire Protection District.

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

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

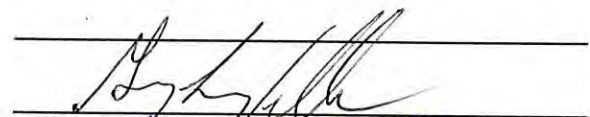


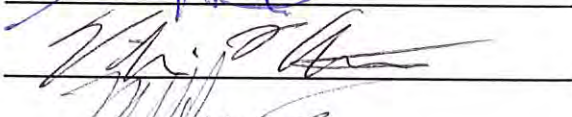
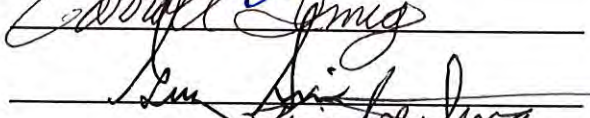
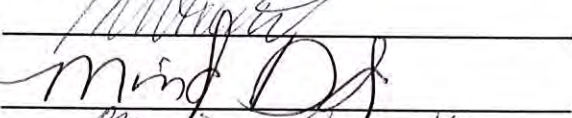
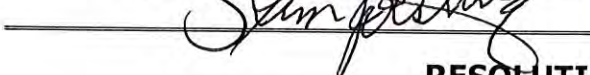
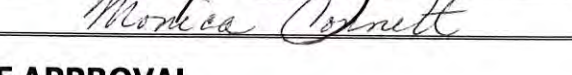
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Wilbert Grimm of 1600 Gingoteague Way, Pekin, IL to the Lake Arlann Drainage District for a term commencing January 01, 2022 and expiring December 31, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Wilbert Grimm to the Lake Arlann Drainage District and we recommend said appointment be approved.

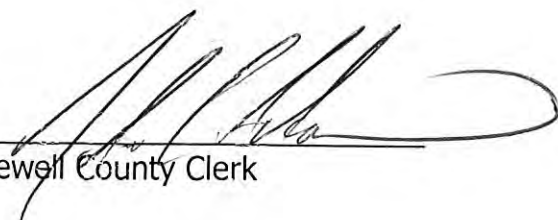
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Wilbert Grimm to the Lake Arlann 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 26th DAY OF JANUARY, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

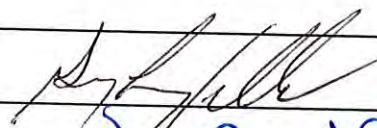
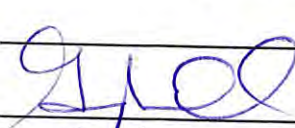
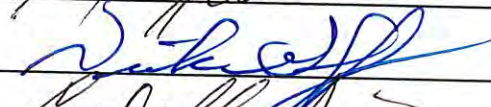
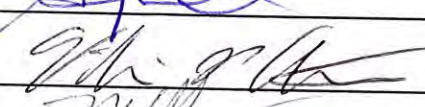
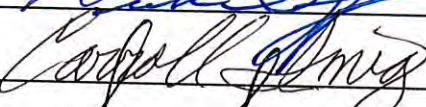
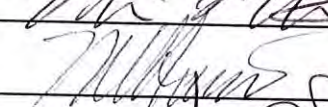
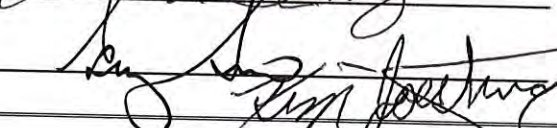
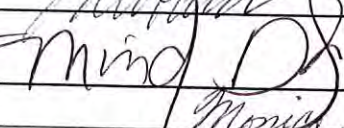
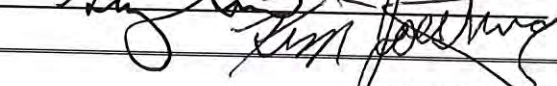
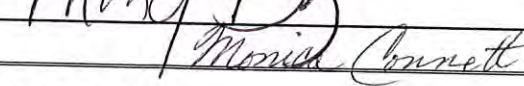
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Laura Karker of 54 Towerline Road, San Jose, IL to the San Jose Fire Protection District for a term commencing January 01, 2022 and expiring December 31, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Laura Karker to the San Jose Fire Protection District and we recommend said appointment be approved.


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Laura Karker to the San Jose Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney John Brady, 411 Hamilton Blvd., Suite 1928, Peoria, IL 61602 and Fire Protection District President Clifford Duckworth of 16874 N. Co. Road 3900 E, San Jose, IL 62682.

PASSED THIS 26th DAY OF JANUARY, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman