

# Tazewell County Board

Wednesday, April 26, 2023

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



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# TAZEWELL COUNTY BOARD

James Carius Community Room  
Wednesday, April 26, 2023 - 6:00 p.m.

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

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees
- D. Communications from elected and appointed county officials
  - a. Presentation: Tazewell County Treasurer – Investments and Tax Bills
- E. Approve the minutes of the March 29<sup>th</sup>, 2023 County Board Proceedings
- F. In-place Transportation Committee Meeting
- G. In-Place Executive Committee Meeting
- H. Consent Agenda:

## **Transportation:**

- T-23-07            1.    Approve 23-00000-01-GM – Tazewell County – HMA – Various
- T-23-08            2.    Approve 23-00018-06-RS - Tazewell County – HMA- Washington
- T-23-09            3.    Approve 23-08000-01-GM – Groveland Road District - HMA
- T-23-10            4.    Approve 23-18000-01-GM – Tremont Road District – HMA
- T-23-11            5.    Approve Resolution to Support the of Increase in Township Bridge  
Program Funding
- T-23-12            6.    Approve Intergovernmental Coop Agreement for Guardrail (HSIP)
- T-23-13            7.    Approve Joint Funding Agreement – BLR 05310 – Guardrail (HSIP)  
**Upon approval of In-Place meeting**
- T-23-14            8.    Approve LPA Engineering Agreement – BLR 05530 – Guardrail (HSIP)  
**Upon approval of In-Place meeting**

**Property**

P-23-06            9.    Approve the McKenzie Building Window Bid

**Finance:**

F-23-17            10.   Approve FY24 Budget Parameters

F-23-18            11.   Approve Community Development transfer –  
                         Appeals Board to Legal Notice

F-23-19            12.   Approve Community Development transfer –  
                         Building Inspections to Vehicle Maintenance

F-23-20            13.   Approve the purchase of StarCom Radios for EMA

**Human Resources:**

HR-23-06           14.   Approve the re-classification of Community Development Inspections  
                         Coordinator to Chief Deputy

HR-23-07           15.   Approve the re-classification of the Community Development Permit  
                         Technician (1of2) to Community Development Assistant.

HR-23-08           16.   Approve the re-classification of the Community Development Permit  
                         Technician (2of2) to Code Enforcement Officer.

**Risk Management:**

RM-23-04           17.   Approve Release of Settlement Agreement

**Executive:**

E-23-54            18.   Approve the Energy Transition Grant – Phase II Submittal

E-23-55            19.   Support Sheriff Lower’s Commitment to the Second Amendment

E-23-56            20.   Approve Architectural services for the Community Development Block  
                         Grant Revolving Loan Closeout, Grant #18-248591 per contractual  
                         agreement with Kenyon and Associates.

- E-23-57            21. Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout- Buildings, Grant #18-248591 per contractual agreement with Bishop Bros.
- E-23-58            22. Approve the Intergovernmental Agreement with the City of Washington for changes to the Northern Enterprise Zone.
- E-23-59            23. Approve First Amendment to Option and Lease Agreement with Pearl St Solar II, LLC  
**Upon approval of In-Place meeting**
- E-23-60            24. Approve the sale and refund agreement of the Tazewell County Trustee
- E-23-61            25. Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Accessibility Improvements, Grant #18-248592 per contractual agreement with Knapp Concrete Contractors, Inc.
- E-23-62            26. Approve the 2<sup>nd</sup> Quarter payment to GPEDC 2023 Investment
- E-23-63            27. Approve Opposition to increase the Rental Housing Support Fee
- E-23-64            28. Approve the amendments to Chapter94: Water and Sewer Ordinance in the Tazewell County Code Ordinances.

**Appointments and Reappointments**

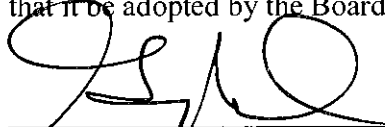
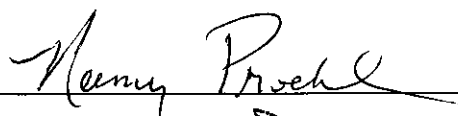



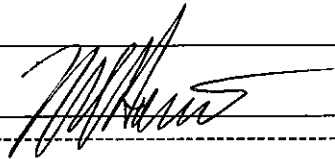
- E-23-65            a. Appointment of Jeffrey Litwiller to the Hopedale Fire Protection District
- E-23-66            b. Reappointment of Roger Cramer to the East Peoria Sanitary District

- I. Unfinished Business
- J. New Business
- K. Review of approved bills
- L. Approve the May 2023 Calendar of Meetings
- M. Recess to May 31, 2023

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

	
	
	
_____	_____
_____	_____

**RESOLUTION**

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

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

Section 23-00000-01-GM (3.605 Miles: Hot-Mix Asphalt, Milling & Resurfacing; Various Locations): To R.A. Cullinan & Son, in the amount of \$1,181,707.82, to be paid from Motor Fuel Tax Funds, Line Item 212-400-5327.

**THEREFORE BE IT RESOLVED** that the County Board award the contract, subject to approval of the appropriated Motor Fuel Tax funds by the Illinois Department of Transportation, as recommended by the Transportation Committee.

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

ADOPTED this 26th day of April, 2023

ATTEST:

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

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

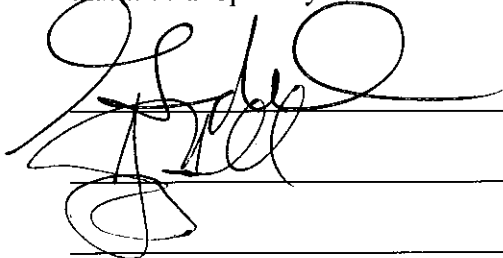
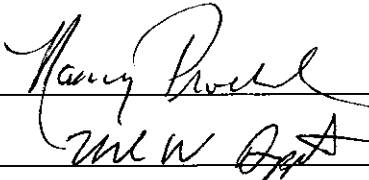
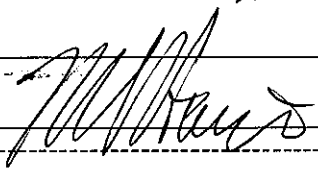
STATE OF ILLINOIS  
TABULATION OF BIDS

Tazewell County		DATE: April 18, 2023				R.A. Cullinan & Son			
Sec. 23-00000-01-GM		APPROVED ESTIMATE: \$ 1,144,852.15				BID: \$ 1,181,707.82		BID: \$ -	BID: \$ -
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS TACK CT	POUND	43,193	\$ 1.80	\$ 77,747.40	\$ 1.85	\$ 79,907.05	\$ -	\$ -
2	HMA SURF REM BUTT JT	SQ YD	850	\$ 30.00	\$ 25,500.00	\$ 43.43	\$ 36,915.50	\$ -	\$ -
3	TEMPORARY RAMP	SQ YD	70	\$ 60.00	\$ 4,200.00	\$ 34.71	\$ 2,429.70	\$ -	\$ -
4	P HMA SC IL-9.5 C N50	TON	2,691	\$ 144.00	\$ 387,504.00	\$ 144.09	\$ 387,746.19	\$ -	\$ -
5	P HMA SC IL-9.5 D N50	TON	2,256	\$ 144.00	\$ 324,864.00	\$ 138.67	\$ 312,839.52	\$ -	\$ -
6	MATL TRANSFER DEVICE	TON	4,947	\$ 3.25	\$ 16,077.75	\$ 3.45	\$ 17,067.15	\$ -	\$ -
7	INCIDENTAL HMA SURF	TON	123	\$ 210.00	\$ 25,830.00	\$ 332.33	\$ 40,876.59	\$ -	\$ -
8	HMA SURF REM 1 1/4	SQ YD	32,634	\$ 2.00	\$ 65,268.00	\$ 2.01	\$ 65,594.34	\$ -	\$ -
9	HMA SURF REM 1 1/2	SQ YD	26,506	\$ 2.20	\$ 58,313.20	\$ 2.69	\$ 71,301.14	\$ -	\$ -
10	AGGREGATE SHLDS B SPL	TON	1,391	\$ 40.00	\$ 55,640.00	\$ 58.28	\$ 81,067.48	\$ -	\$ -
11	SHORT TERM PAVT MKING	FOOT	7,068	\$ 1.35	\$ 9,541.80	\$ 1.55	\$ 10,955.40	\$ -	\$ -
12	SHRT TRM PAVT MK REM	SQ FT	785	\$ 9.00	\$ 7,065.00	\$ 7.95	\$ 6,240.75	\$ -	\$ -
13	RAISED REFL PAVT MKR	EACH	237	\$ 28.00	\$ 6,636.00	\$ 40.32	\$ 9,555.84	\$ -	\$ -
14	RAISED REF PVT MK REM	EACH	237	\$ 45.00	\$ 10,665.00	\$ 39.14	\$ 9,276.18	\$ -	\$ -
15	TRAF CONT & PROT SPL	L SUM	1	\$ 35,000.00	\$ 35,000.00	\$ 30,349.99	\$ 30,349.99	\$ -	\$ -
16	MOBILIZATION	L SUM	1	\$ 35,000.00	\$ 35,000.00	\$ 19,585.00	\$ 19,585.00	\$ -	\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

	
_____	_____
_____	
_____	_____

**RESOLUTION**

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

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

Section 23-00018-06-RS (5.285 Miles: Hot-Mix Asphalt, Milling & Resurfacing on Washington Rd. CH 3): To R.A. Cullinan & Son, in the amount of \$3,185,222.94, to be paid from Motor Fuel Tax Funds, Line Item 212-400-5327.

**THEREFORE BE IT RESOLVED** that the County Board award the contract, subject to approval of the appropriated Motor Fuel Tax funds and Rebuild Illinois Bond funds by the Illinois Department of Transportation, as recommended by the Transportation Committee.

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

ADOPTED this 26th day of April, 2023

ATTEST:

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

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



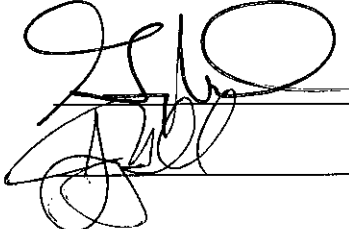
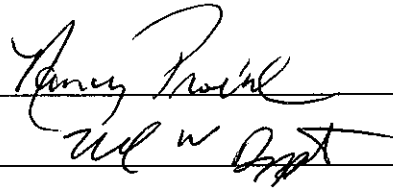
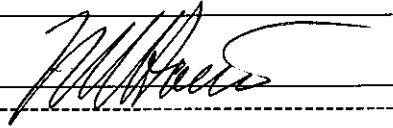
STATE OF ILLINOIS  
TABULATION OF BIDS

Tazewell County		DATE: April 18, 2023				R.A. Cullinan & Son					
Sec. 23-00018-06-RS		APPROVED ESTIMATE: \$ 3,152,039.95				BID: \$ 3,185,222.94		BID: \$ -		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS TACK CT	POUND	145,841	\$ 1.80	\$ 262,513.80	\$ 1.76	\$ 256,680.16	\$ -	\$ -	\$ -	\$ -
2	HMA SURF REM BUTT JT	SQ YD	1,800	\$ 30.00	\$ 54,000.00	\$ 15.80	\$ 28,440.00	\$ -	\$ -	\$ -	\$ -
3	TEMPORARY RAMP	SQ YD	140	\$ 60.00	\$ 8,400.00	\$ 34.71	\$ 4,859.40	\$ -	\$ -	\$ -	\$ -
4	HMA BC IL-9.5FG N50	TON	6,942	\$ 136.00	\$ 944,112.00	\$ 133.10	\$ 923,980.20	\$ -	\$ -	\$ -	\$ -
5	P HMA SC IL-9.5 D N50	TON	8,331	\$ 144.00	\$ 1,199,664.00	\$ 142.60	\$ 1,188,000.60	\$ -	\$ -	\$ -	\$ -
6	MATL TRANSFER DEVICE	TON	8,331	\$ 3.25	\$ 27,075.75	\$ 3.35	\$ 27,908.85	\$ -	\$ -	\$ -	\$ -
7	INCIDENTAL HMA SURF	TON	353	\$ 210.00	\$ 74,130.00	\$ 298.90	\$ 105,511.70	\$ -	\$ -	\$ -	\$ -
8	HMA SURF REM 1 1/2	SQ YD	98,296	\$ 2.20	\$ 216,251.20	\$ 2.45	\$ 240,825.20	\$ -	\$ -	\$ -	\$ -
9	AGGREGATE SHLDS B SPL	TON	1,534	\$ 40.00	\$ 61,360.00	\$ 43.00	\$ 65,962.00	\$ -	\$ -	\$ -	\$ -
10	SHORT TERM PAVT MKING	FOOT	19,952	\$ 1.35	\$ 26,935.20	\$ 1.37	\$ 27,334.24	\$ -	\$ -	\$ -	\$ -
11	SHRT TRM PAVT MK REM	SO FT	1,663	\$ 9.00	\$ 14,967.00	\$ 6.25	\$ 10,393.75	\$ -	\$ -	\$ -	\$ -
12	RAISED REFL PAVT MKR	EACH	347	\$ 28.00	\$ 9,716.00	\$ 43.20	\$ 14,990.40	\$ -	\$ -	\$ -	\$ -
13	RAISED REF PVT MK REM	EACH	347	\$ 45.00	\$ 15,615.00	\$ 34.17	\$ 11,856.99	\$ -	\$ -	\$ -	\$ -
14	CL D PATCH T4 6	SQ YD	1,182	\$ 150.00	\$ 177,300.00	\$ 165.66	\$ 195,810.12	\$ -	\$ -	\$ -	\$ -
15	RR PROT LIABILITY INS	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 8,853.36	\$ 8,853.36	\$ -	\$ -	\$ -	\$ -
16	TRAF CONT & PROT SPL	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 34,301.97	\$ 34,301.97	\$ -	\$ -	\$ -	\$ -
17	MOBILIZATION	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 39,514.00	\$ 39,514.00	\$ -	\$ -	\$ -	\$ -

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

	 Nancy Powell Tazewell County Board
	

**RESOLUTION**

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

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

Groveland Road District, Section 23-08000-01-GM (0.488 miles: HMA Patches): To Tazewell County Asphalt Co., Inc., in the amount of \$89,350.00, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 213-400-5580 and Township Local Funds.

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

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

ADOPTED this 26th day of April, 2023

ATTEST:

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

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

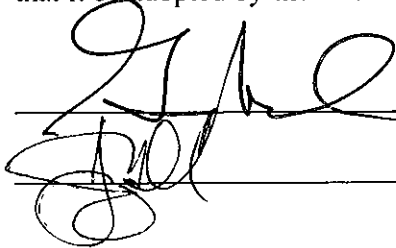
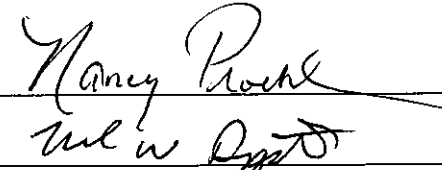
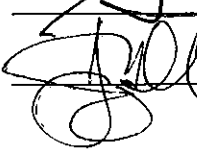
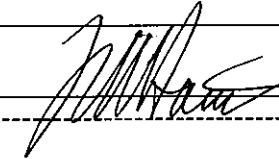
STATE OF ILLINOIS  
TABULATION OF BIDS

Tazewell County Groveland R.D. Sec. 23-08000-01-GM						DATE: April 18, 2023		Tazewell County Asphalt Co. Inc.		R.A. Cullinan & Son			
APPROVED ESTIMATE:						\$ 175,700.00		BID: \$ 89,350.00		BID: \$ 110,138.80		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	CLASS D PATCHES, TYPE IV, 4 INCH	SQ YD	1,717	\$ 100.00	\$ 171,700.00	\$ 50.00	\$ 85,850.00	59.77	\$ 102,625.09		\$ -		
2	TRAF CONT & PROT SPL	L SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	7513.71	\$ 7,513.71		\$ -		

**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.

	 Nancy Proehl Treasurer
	

**RESOLUTION**

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

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

Tremont Road District, Section 23-18000-01-GM (0.351 miles: Hot-Mix Asphalt Resurfacing of FAS 476 Baer Rd.): To R.A. Cullinan & Son, in the amount of \$129,567.40, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 213-400-5580.

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

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

ADOPTED this 26th day of April, 2023

ATTEST:

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

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

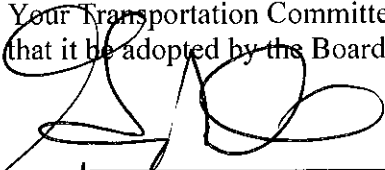
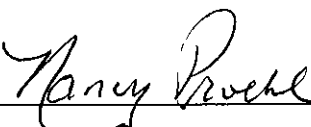
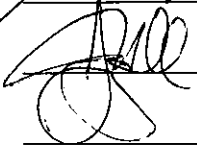
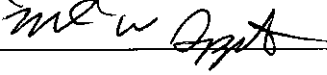
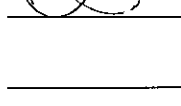
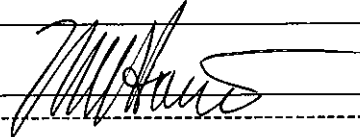
STATE OF ILLINOIS  
TABULATION OF BIDS

Tazewell County Tremont R.D. Sec. 23-18000-01-GM		DATE: April 18, 2023			R.A. Cullinan & Son		Tazewell County Asphalt Co. Inc.				
APPROVED ESTIMATE: \$ 125,267.10					BID: \$ 129,567.40		BID: \$ 132,463.00		BID: \$ -		
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	HMA SURF REM BUTT JT	SQ YD	297	\$ 35.00	\$ 10,395.00	\$ 29.22	\$ 8,678.34	\$ 25.00	\$ 7,425.00	\$	-
2	TEMPORARY RAMP	SQ YD	20	\$ 40.00	\$ 800.00	\$ 44.97	\$ 899.40	\$ 25.00	\$ 500.00	\$	-
3	P BIT MATLS TACK CT	POUND	3,414	\$ 2.15	\$ 7,340.10	\$ 1.83	\$ 6,247.62	\$ 1.00	\$ 3,414.00	\$	-
4	HMA SC IL-9.5 C N50	TON	531	\$ 160.00	\$ 84,960.00	\$ 159.21	\$ 84,540.51	\$ 164.00	\$ 87,084.00	\$	-
5	INCIDENTAL HMA SURF	TON	22	\$ 250.00	\$ 5,500.00	\$ 200.60	\$ 4,413.20	\$ 375.00	\$ 8,250.00	\$	-
6	AGGREGATE SHLDS B SPL	TON	148	\$ 45.00	\$ 6,660.00	\$ 93.32	\$ 13,811.36	\$ 125.00	\$ 18,500.00	\$	-
7	SHORT TERM PAVT MKING	FOOT	186	\$ 2.00	\$ 372.00	\$ 6.28	\$ 1,168.08	\$ 10.00	\$ 1,860.00	\$	-
8	SHRT TRM PAVT MK REM	SQ FT	62	\$ 20.00	\$ 1,240.00	\$ 40.93	\$ 2,537.66	\$ 15.00	\$ 930.00	\$	-
9	TRAF CONT & PROT SPL	L SUM	1	\$ 8,000.00	\$ 8,000.00	\$ 7,271.23	\$ 7,271.23	\$ 4,500.00	\$ 4,500.00	\$	-

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

	
	
	
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**RESOLUTION**

**WHEREAS**, there are over 12,000 bridges in Illinois under the jurisdiction of over 1400 Illinois Townships; and

**WHEREAS**, there are numerous other stream, creek, lake, road or other crossings that are currently under 20' in width therefore not identified as bridges but need replaced with new bridges to meet the needs of the Township Road System; and

**WHEREAS**, the Township Bridge Program is a legislated (605 ILCS 5/6-901) fund designated for construction and maintenance of bridges on the Township Highway System; and,

**WHEREAS**, the Township Bridge Program was initiated in 1979 with an annual allocation of \$15 million from the Illinois Road Fund and has received no increase in funding level in the 43 years since initiated while the Illinois Road Fund has seen an increase in revenue of over 400% over the same duration; and

**WHEREAS**, the Engineering News Record Construction Cost Index has increased over 300% since initiation of the TBP program hence \$15 million from 1980 would equate to a TBP appropriation of \$3.69 million today or a loss of 75% of the programs purchasing power; and

**WHEREAS**, the TBP program resulted in the number of deficient Township Bridges being reduced from 6063 to 1624 over the past 43 years and the average lifespan of a Township Bridge is approximately 55 years therefore the bridges constructed during the infancy of TBP themselves will need to begin to be replaced over the next 10 years; and

**WHEREAS**, Township Bridges account for the largest number of load and width restrictions present within the transportation network of the State of Illinois thereby negatively impacting the ability to transport agricultural and industrial goods and equipment throughout the State;

**WHEREAS**, the Illinois State Legislature is currently considering legislation to amend the Illinois Highway Code. Said legislation provides that the General Assembly shall annually appropriate to the Department of Transportation \$60,000,000 (instead of \$15,000,000) for apportionment to counties for the use of road districts for the construction of bridges 20 feet or more in length, and;

**WHEREAS**, the Tazewell County Board recognizes the need for such legislation as it would greatly enhance infrastructure condition and continue economic investment in the County, and;

**THEREFORE BE IT RESOLVED** that the Tazewell County Board supports such legislation, and;

**BE IT FURTHER RESOLVED** that the County Clerk notify local Illinois State Representatives, the Chairman of the Transportation Committee, the Illinois Department of Transportation and the County Engineer of this action.

ADOPTED this 26th day of April, 2023

ATTEST:

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County Clerk

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County Board Chairman

## ILLINOIS TOWNSHIP BRIDGE PROGRAM (TBP)

The Illinois Township Bridge Program (TBP) is a legislated (605 ILCS 5/6-901) fund designated for the construction and maintenance of bridges on the Township Highway System. There are 12,165 bridges in Illinois under the jurisdiction of the 1429 Illinois Townships. The program was initiated in 1979 with an annual allocation of \$15 million. This year, 43 years after the program was instituted, the annual allocation from the Illinois Road Fund remains at \$15M per year. The TBP program has been an invaluable program for the Township Road Districts of Illinois.

Since the implementation of the program, the number of deficient Township bridges has consistently decreased from a high of 6063 bridges in 1980 to 2021 total of 1624 deficient Township bridges. While significant progress has been made, more than one out of every ten Township bridges is still classified as deficient.

Over the past 43 years, the \$15 million allocation has lost significant purchasing power. Since 1980, the Engineering News Record Construction Cost Index (CCI) has risen from 3,237 to 13,175, an increase of over 300%. In other words, the TBP appropriation of \$15 million in 1980 would equate to a TBP appropriation of \$3.69 million today. The TBP program has lost nearly 75% of its buying power. Based strictly on the referenced Construction Cost Index, an annual 2023 appropriation of \$60 million to the TBP program would be necessary to meet the original program funding level. However, the 2023 needs of Township Bridges across the state are greater yet.

The two most common revenue sources utilized in the replacement of township bridges are the TBP program and local property taxes. The \$15 million annual TBP program can fund up to 80% of the cost of the bridge replacement and other sources are used to complete the funding. Most Counties use local property taxes to match the remaining 20%, while other Counties use a combination of local funds and Federal Highway Bridge Program (HBP) funds. For many Counties, the HBP funds are the only additional source of revenue to replace **County** bridges so the use of HBP funding for township bridges can be to a detriment to the County bridge system.

Results from a previous Illinois Association of County Engineers (IACE) TBP survey determined that the average lifespan of Township bridges before they become deficient is approximately 55 years. Given this lifespan, 221 township bridges should be replaced across the State of Illinois per annum to prevent even more bridges from becoming deficient. This replacement rate would not decrease the number of existing deficient Township bridges in Illinois, it would only keep the current deficiencies in check.

Using the latest IDOT average cost of bridge construction, and an engineering cost estimate of 15%, the annual cost to replace the 221 Township bridges would be \$97.9 million. Even if you ignore the engineering costs, which are real and substantial, and the local share costs of 20% of construction, the need is still over \$60 million annually. This lifecycle bridge replacement cost greatly exceeds today's investment level in Township bridges.

In addition, it has become increasingly difficult for local agencies to be able to afford the local share of costs of structures as property taxes have not increased at the same rate as the cost of construction. One method of addressing this shortfall is to reduce or eliminate the local match requirement on TBP projects; while we support this change, we recognize this would result in TBP funding not being able to complete as many projects, increasing the TBP need even more. Unfortunately, with many townships already levying at the maximum rate and most townships experiencing stagnant growth, it is our opinion that it is necessary in order for townships to be able to afford to complete these projects.

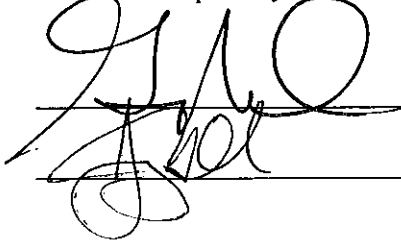

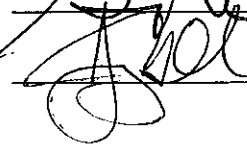
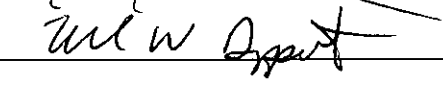
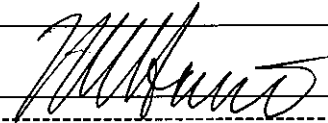
Finally, it is essential that an increase in TBP funding take place as soon as possible. The program is 43 years old which means that we are going to start to see many bridges that were built during the infancy of the program need to be replaced themselves over the next 10 years. In fact, bridges are already beginning to be replaced that were unable to endure a lifespan of even 43 years. At current funding levels, we can't replace the bridges at the same rate they were constructed at the beginning of the program. If these needs are not adequately addressed, the anticipated increase in deficient bridges could reflect poorly on the Illinois Department of Transportation to the Federal Government as the administrator of the NB15 program for the State of Illinois.



**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**, there exists a proposed improvement to various guardrail locations within the tri-county area; and

**WHEREAS**, Tazewell County was determined to be the lead agency of the Tri-County Multi-Jurisdictional Guardrail Improvement Project; and

**WHEREAS**, as part of said improvement project it is necessary for the attached INTERGOVERNMENTAL COOPERATION AGREEMENT to be completed between:

- COUNTY OF TAZEWELL, STATE OF ILLINOIS;
- CITY OF PEORIA IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;
- VILLAGE OF BARTONVILLE IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;
- TOWNSHIP ROAD DISTRICT OF HALLOCK IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;
- TOWNSHIP ROAD DISTRICT OF LIMESTONE IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;
- CITY OF PEKIN IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
- VILLAGE OF MORTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
- TOWNSHIP ROAD DISTRICT OF DEER CREEK IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
- TOWNSHIP ROAD DISTRICT OF GROVELAND IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
- TOWNSHIP ROAD DISTRICT OF MORTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
- TOWNSHIP ROAD DISTRICT OF TREMONT IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
- TOWNSHIP ROAD DISTRICT OF WASHINGTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
- TOWNSHIP ROAD DISTRICT OF GREENE IN THE COUNTY OF WOODFORD, STATE OF ILLINOIS; and

**WHEREAS**, the County Engineer and the Transportation Committee have reviewed the attached INTERGOVERNMENTAL COOPERATION AGREEMENT; and

**THEREFORE BE IT RESOLVED** that the County Board, enter into the attached INTERGOVERNMENTAL COOPERATION AGREEMENT, and;

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

ADOPTED this 26th day of April, 2023

ATTEST:

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

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

INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE  
COUNTY OF TAZEWELL,  
CITY OF PEORIA IN THE COUNTY OF PEORIA,  
VILLAGE OF BARTONVILLE IN THE COUNTY OF PEORIA,  
TOWNSHIP ROAD DISTRICT OF HALLOCK IN THE COUNTY OF PEORIA,  
TOWNSHIP ROAD DISTRICT OF LIMESTONE IN THE COUNTY OF PEORIA,  
CITY OF PEKIN IN THE COUNTY OF TAZEWELL,  
VILLAGE OF MORTON IN THE COUNTY OF TAZEWELL,  
TOWNSHIP ROAD DISTRICT OF DEER CREEK IN THE COUNTY OF TAZEWELL,  
TOWNSHIP ROAD DISTRICT OF GROVELAND IN THE COUNTY OF TAZEWELL,  
TOWNSHIP ROAD DISTRICT OF MORTON IN THE COUNTY OF TAZEWELL,  
TOWNSHIP ROAD DISTRICT OF TREMONT IN THE COUNTY OF TAZEWELL,  
TOWNSHIP ROAD DISTRICT OF WASHINGTON IN THE COUNTY OF TAZEWELL,  
AND THE  
TOWNSHIP ROAD DISTRICT OF GREENE IN THE COUNTY OF WOODFORD,  
ALL IN THE STATE OF ILLINOIS,

FOR

THE  
TRI-COUNTY MULTI-JURISDICTIONAL  
GUARDRAIL IMPROVEMENT PROJECT

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

WHEREAS, the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the City of Peoria and the Village of Bartonville, in the County of Peoria, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the Township Road Districts of Hallock and Limestone, in the County of Peoria, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the City of Pekin and the Village of Morton, in the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the Township Road Districts of Deer Creek, Groveland, Morton, Tremont and Washington, in the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, the Township Road District of Greene, in the County of Woodford, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the aforementioned units of local government is a local highway authority responsible for the public roads under their respective jurisdiction as codified in the Illinois Highway Code; and,

WHEREAS, Tri-County Regional Planning Commission, hereafter TCRPC, is the Regional Planning Commission for the Tri-County Region of Peoria, Tazewell and Woodford Counties, in the State of Illinois; and,

WHEREAS, TCRPC staff offered to local highway authorities in said Tri-County Region to include their roadside safety hardware, hereafter guardrail, in an inventory to be used to apply for funding to upgrade and improve guardrail; and,

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

WHEREAS, each of the aforementioned units of local government, hereafter Local Agencies, did provide to TCRPC guardrail locations within the public roads under each of their respective jurisdictions and did consent to inclusion of such guardrail in the TCRPC guardrail inventory to be included in applications for such funding opportunities; and,

WHEREAS, TCRPC staff did inventory such local agency guardrail locations as their resources allowed and did submit to the Illinois Department of Transportation, hereafter IDOT, an application for federal Highway Safety Improvement Program, hereafter HSIP, funding for said guardrail improvements; and,

WHEREAS, TCRPC was awarded the IDOT administered HSIP grant; and,

WHEREAS, IDOT will not allow TCRPC to serve as the lead agency for the HSIP funded guardrail improvement project, hereafter Project, and requires a unit of local government to serve as the lead agency; and,

WHEREAS, TCRPC, the Local Agencies and IDOT jointly determined Tazewell County, State of Illinois would serve as the lead agency for the Project; and,

WHEREAS, no unit of local governmental may be held legally responsible for costs or liability for highways, roads or streets of any other unit of local government or any infrastructure they contain, including guardrail; and,

WHEREAS, the continued cooperation of the Local Agencies is in the public interest; and,

WHEREAS, Intergovernmental Cooperation Act (5 ILCS 220/) authorizes the Local Agencies to enter into Intergovernmental Agreements; and,

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Local Agencies to enter into Intergovernmental Agreements;

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT:

COUNTY OF TAZEWELL, STATE OF ILLINOIS;

CITY OF PEORIA IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

VILLAGE OF BARTONVILLE IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF HALLOCK IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF LIMESTONE IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

CITY OF PEKIN IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

VILLAGE OF MORTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF DEER CREEK IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF GROVELAND IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF MORTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF TREMONT IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF WASHINGTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF GREENE IN THE COUNTY OF WOODFORD, STATE OF ILLINOIS;

DO HEREBY AGREE AS FOLLOWS:

1. That the foregoing is true, accurate and factual.

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

2. That should any of the foregoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.

3. That the County of Tazewell, State of Illinois, shall be referred to herein as Tazewell County and the remaining parties to this agreement shall collectively be referred to herein as the Remaining Parties and shall be referred to individually as a Remaining Party.

4. That each of the Remaining Parties does prevail upon and does hereby grant permission to Tazewell County to serve as Lead Agency and to undertake or have undertaken such actions and perform or have performed such services as Tazewell County deems appropriate to administer and design the Project and does hereby authorize the County of Tazewell to act on their behalf with regard thereto.

5. That such Project related actions and services may include but shall not be limited to entering agreements, such as for funding, and entering contracts for consulting engineering services for preliminary engineering, entering contracts for construction, and entering contracts for consulting engineering services for construction engineering.

6. That Tazewell County shall provide or cause to be provided to each of the Remaining Parties a copy of each agreement and each contract for such actions and services.

7. That each of the Remaining Parties does hereby agree to be bound by the terms and conditions of each agreement and each contract entered into by Tazewell County with regard to the Project in the same manner and to the same extent as though a signatory party to such agreements and such contracts and does hereby agree to promptly pay their share of all costs incurred as a result of such agreements and contracts.

Intergovernmental Cooperation Agreement  
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8. That Tazewell County shall provide or cause to be provided to each of the Remaining Parties the final plans and specifications, any necessary plats and land acquisition documents, the final Engineer's Estimate of Cost, the Tabulation of Bids, the Notice of Award, the Engineer's Final Payment Estimate, and as-built drawings.

9. That each party to this agreement shall be responsible for and shall bear any and all remaining costs, after federal and state funding is applied, in pro-rata share to the guardrail improvement cost of the Project guardrail under their jurisdiction divided by the total improvement cost of the Project guardrail.

10. That Tazewell County will submit or cause to be submitted periodic and final invoices to each party to this agreement for said costs detailing the breakdown of such pro-rata share of costs for all parties to this Agreement for each action and service, including but not limited to preliminary engineering, construction, and construction engineering, and that Tazewell County may submit or cause to be submitted a final invoice for the entire project at the completion of the project.

11. That periodic invoices are approximate only and subject to correction in the final invoice.

12. That each party to this agreement hereby agrees to remit payment for each such invoice per the directions provided by Tazewell County within 60 days in accordance with their financial policy subject to Illinois' Local Government Prompt Payment Act.

13. That the pro-rata share of guardrail improvement cost shall be based upon:

A. the inventory and costs used for said HSIP application as included herein for periodic invoices for preliminary engineering and related costs; and,

B. the final Engineer's Estimate of Cost of the Project for the final invoice for preliminary engineering and related



Intergovernmental Cooperation Agreement  
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Tri-County Multi-Jurisdictional Guardrail Improvement Project

costs and any other Project costs incurred through the design phase of the Project; and,

C. the awarded contract cost for periodic invoices for construction and for construction engineering and related costs and any other Project costs incurred through the construction and construction engineering phase of the Project; and,

D. the Engineer's Final Payment Estimate for the final invoices for construction and for construction engineering and related costs and any other Project costs incurred through the construction and construction engineering phase and through completion of the Project;

Intergovernmental Cooperation Agreement  
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Jurisdiction	Guardrail		Construction	Preliminary Engineering	Construction Engineering	Funding		Total Cost	Pro-Share
	Count	Linear				H5IP	Local		
Vil of Bartonville	14	791	\$ 46,285.20	\$ 6,942.78	\$ 6,942.78	\$ 54,153.68	\$ 6,017.08	\$ 60,170.76	1.81%
Deer Creek RD	8	588	\$ 34,372.85	\$ 5,155.93	\$ 5,155.93	\$ 40,216.23	\$ 4,468.47	\$ 44,684.70	1.34%
Greene RD	3	333	\$ 19,464.47	\$ 2,919.67	\$ 2,919.67	\$ 22,773.43	\$ 2,530.38	\$ 25,303.81	0.76%
Groveiland RD	50	8,019	\$ 469,127.88	\$ 70,369.18	\$ 70,369.18	\$ 548,879.62	\$ 60,986.62	\$ 609,866.24	18.30%
Hallock RD	31	3,398	\$ 198,783.00	\$ 29,817.45	\$ 29,817.45	\$ 232,576.11	\$ 25,841.79	\$ 258,417.90	7.75%
Limestone RD	36	8,985	\$ 525,611.09	\$ 78,841.66	\$ 78,841.66	\$ 614,964.98	\$ 68,329.44	\$ 683,294.42	20.50%
Vil of Morton	34	2,415	\$ 141,289.79	\$ 21,193.47	\$ 21,193.47	\$ 165,309.05	\$ 18,367.67	\$ 183,676.72	5.51%
Morton RD	1	1,408	\$ 82,356.34	\$ 12,353.45	\$ 12,353.45	\$ 96,356.92	\$ 10,706.32	\$ 107,063.24	3.21%
City of Pekin	7	869	\$ 50,862.24	\$ 7,629.34	\$ 7,629.34	\$ 59,508.82	\$ 6,612.09	\$ 66,120.91	1.98%
City of Peoria	9	1,899	\$ 111,098.87	\$ 16,664.83	\$ 16,664.83	\$ 129,985.68	\$ 14,442.85	\$ 144,428.53	4.33%
Tazewell Co	34	11,591	\$ 678,091.64	\$101,713.75	\$101,713.75	\$ 793,367.21	\$ 88,151.91	\$ 881,519.13	26.45%
Tremont RD	18	3,083	\$ 180,369.54	\$ 27,055.43	\$ 27,055.43	\$ 211,032.36	\$ 23,448.04	\$ 234,480.40	7.03%
Washington RD	5	449	\$ 26,262.41	\$ 3,939.36	\$ 3,939.36	\$ 30,727.01	\$ 3,414.11	\$ 34,141.13	1.02%
<b>Totals</b>	<b>250</b>	<b>43,829</b>	<b>\$ 2,563,975.30</b>	<b>\$ 384,596.30</b>	<b>\$ 384,596.30</b>	<b>\$ 2,999,851.10</b>	<b>\$ 333,316.79</b>	<b>\$ 3,333,167.89</b>	<b>100.00%</b>

RD = Road District

Vil = Village

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

14. That the Remaining Parties to this agreement do hereby indemnify and hold Tazewell County, its officers, employees, and agents harmless from all claims for injuries and damages to persons or property within their jurisdiction (including that of the respective Remaining Parties) sustained by reason of Tazewell County serving as the Lead Agency for the Project.

15. That each party to this agreement shall indemnify and hold harmless all other parties to this agreement, their officers, employees and agents, from all claims for injuries and damages to persons or property, including their own, sustained within their jurisdiction.

16. That all remaining costs and all remaining liability for claims of any name or nature shall be borne by each party to this agreement in proportion to their pro-rata share of guardrail improvement cost.

17. That each party to this agreement agrees to abide by all such terms as required by FHWA or IDOT to remain eligible for state or federal funds.

18. That each party to this agreement shall acquire in its name all right-of-way necessary for improvements within public roads under their jurisdiction in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures and shall cooperate with Tazewell County, the State of Illinois and the Federal Highway Administration in the disposition of encroachments, if any.

19. That each party to this agreement shall provide for all utility adjustments and shall regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems within public roads under their jurisdiction.

20. That each party to this agreement shall retain jurisdiction of the completed improvements within the public roads under their jurisdiction before, during and after the completion of the work of the Project.

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

21. That each party to this agreement shall maintain the completed improvements within the public roads under their jurisdiction in a manner satisfactory to the State of Illinois and the Federal Highway Administration.

22. That each party to this agreement shall provide, if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvements upon public roads under their jurisdiction.

23. That each party to this agreement shall comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the Federal Highway Administration.

24. That each party to this agreement certifies to the best of its knowledge and belief that it's officials:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

B. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

C. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

D. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

Intergovernmental Cooperation Agreement  
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25. That execution of this agreement constitutes the concurrence of each party to this agreement in the award of the construction contract to the responsible low bidder as determined by the State of Illinois.

26. That execution of this agreement by each party to this agreement constitutes their certification that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, such party to this agreement shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The language of this certification shall be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

27. That each party to this agreement shall regulate parking and traffic upon the public roads of the Project under their jurisdiction in accordance with the approved project report.

28. That each party to this agreement shall regulate encroachments on public rights-of-way

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

under their jurisdiction in accordance with current Illinois Compiled Statutes.

29. That each party to this agreement shall regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement within public roads under their jurisdiction in accordance with the current Illinois Compiled Statutes.

30. (Single Audit Requirements) That each party to this agreement acknowledges that if an LPA (Local Public Agency) expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200; that an LPA expending less than \$750,000 a year shall be exempt from compliance; that a copy of the audit report must be submitted to the State of Illinois, Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year; and, that the CFDA number for all highway planning and construction activities is 20.205.

31. That this agreement shall be binding on each party to this agreement, their successors and assigns.

32. That this agreement shall remain in full force and effect until renegotiated by all parties to this agreement.

33. That this Agreement may only be terminated by negotiated agreement of all parties to this agreement.

34. That no party may withdraw from this Agreement without the negotiated agreement of all remaining parties to this agreement except that within 60 days of the date of submittal of the final Engineer's Estimate of Cost by Tazewell County to all parties to this agreement, a party may submit to Tazewell County and to TCRPC in writing that they do not wish to participate in the construction and construction engineering phase of the project, and so long as Tazewell County and TCRPC receive such written statement within said 60 day period, such party will not be included in the construction and construction engineering phase of the project and will bear no cost or liability for the construction and construction engineering phase of the

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

project.

35. That nothing herein shall create or shall be construed to create, in any manner, a contractual or legal obligation for any unit of local government to be held responsible for any costs or liability for highways, roads or streets of any other unit of local government or any infrastructure they contain, including guardrail.

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

\_\_\_\_\_  
John C. Ackerman                      Date  
Tazewell County Clerk

\_\_\_\_\_  
David Zimmerman                      Date  
Chairman  
Tazewell County Board



Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

Stefania Javor 4/10/23  
Stefania Javor  
Clerk  
City of Peoria

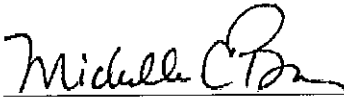
Patrick Urich 4/10/23  
Patrick Urich  
City Manager  
City of Peoria

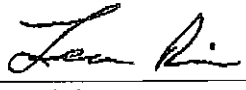
EXAMINED AND APPROVED  
Legal Department

By J. [Signature]

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

 1-23-2023  
\_\_\_\_\_  
Michelle Carr Date  
Clerk  
Village of Bartonville

 1-23-2023  
\_\_\_\_\_  
Leon Ricca Date  
Mayor  
Village of Bartonville


Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:


<p><u>Kristy Willis</u>      <u>3-13-23</u> Date</p> <p>Clerk Hallock Road District</p>	<p><u>James Troglia</u>      <u>3-13-23</u> Date</p> <p>Highway Commissioner Hallock Road District</p>
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Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

  
\_\_\_\_\_  
(Heather Robinson)  
Clerk  
Limestone Road District

1-17-23  
Date

  
\_\_\_\_\_  
Randy Neal  
Highway Commissioner  
Limestone Road District

Date


Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:


<u>Sue<sup>W</sup> McMillan</u>	<u>4/23/23</u>	<u>Becky Lloyd</u>	<u>1/23/23</u>
Sue McMillan	Date	Mark Luft	Date
Clerk		Mayor	
City of Pekin		City of Pekin	

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

  
Zo Evans  
Clerk  
Village of Morton

2/16/23  
Date

  
Jeff Kaufman  
Mayor  
Village of Morton

2/16/23  
Date



Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

Paul Schmitt 4-14-23  
Date

Clerk  
Greene Road District

John Koos 4-14-23  
Date

John Koos  
Highway Commissioner  
Greene Road District

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

Gary DeBolt 2/16/23  
Gary DeBolt Date  
Clerk  
Deer Creek Road District

Cory Wiegand 2/14/23  
Cory Wiegand Date  
Highway Commissioner  
Deer Creek Road District



Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

Mary S. Sipka      4-11-2023  
Mary S. Sipka      Date  
Clerk  
Groveland Road District

Kevin Bailey      4-11-23  
Kevin Bailey      Date  
Highway Commissioner  
Groveland Road District

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

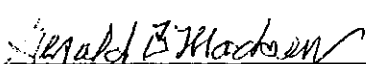

ATTEST:

Nancy Stephens      4/12/23  
Nancy Stephens      Date  
Clerk  
Morton Road District

Darrell Moore      4/12/23  
Darrell Moore      Date  
Highway Commissioner  
Morton Road District

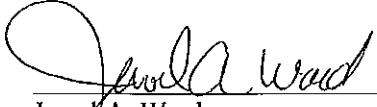
Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

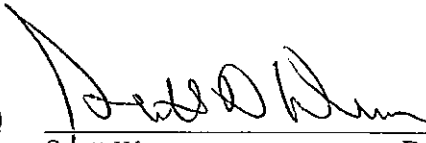
ATTEST:

	<u>2-16-23</u>		<u>2-16-23</u>
Gerald Madsen	Date	Larry Bolliger	Date
Clerk		Highway Commissioner	
Tremont Road District		Tremont Road District	

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

  
\_\_\_\_\_  
Jewel A. Ward  
Clerk  
Washington Road District  
Date 1/10/2023

  
\_\_\_\_\_  
Scott Weaver  
Highway Commissioner  
Washington Road District  
Date 1/10/23

Tricountyrpc.org  
attn Michael Bruner  
mbruner@tricountyrpc.org  
Page 26 of 26

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

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**RESOLUTION**

**WHEREAS**, there exists a proposed improvement to various guardrail locations within the tri-county area; and

**WHEREAS**, Tazewell County was determined to be the lead agency of the Tri-County Multi-Jurisdictional Guardrail Improvement Project; and

**WHEREAS**, Tazewell County as part of Resolution T-23-12 has entered into an INTERGOVERNMENTAL COOPERATION AGREEMENT; and

**WHEREAS**, as part of said improvement it is necessary for the attached JOINT FUNDING AGREEMENT FOR PE/ROW (BLR 05310PE) to be completed between Tazewell County and the State of Illinois, acting by and through its Department of Transportation, which stipulates the division of costs; and

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

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

**NOW THEREFORE BE IT RESOLVED**, that the County Board approves this recommendation and does hereby appropriate from the County Matching Tax Fund, Line Item 214-400-5242, Three Hundred Eighty Thousand and 00/100 Dollars (\$380,000.00) and as much additional funding as may be necessary to fulfill the terms of said agreement; and

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

ADOPTED this 26th day of April, 2023

ATTEST:

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County Clerk

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County Board Chairman

**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number
Tazewell County	Tazewell	21-00000-00-SP

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
HSIP	202112023	PPUATS	MPO-23-01

**Engineering**
**Right-of-Way**

State Job Number	Project Number	State Job Number	Project Number
P-94-012-23	TF1M(628)		

Local Administered Engineering       Right-of-Way       Other

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

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
Various	Various	VAR	From	To
			VAR	VAR

Location Termini
Various

Current Jurisdiction	Existing Structure Number(s)	Add Location
Various	N/A	Remove

**PROJECT DESCRIPTION**

Tri-County Highway Safety Improvement Program (HSIP) to replace guardrails in the region, including multiple jurisdictions with Tazewell County as the Lead Agency.

Jurisdictions include:

City of Pekin, Village of Morton, Limestone Township, Hallock Township, Green Township, Village of Bartonville, City of Peoria, Tazewell County, Deer Creek Road District, Groveland Road District, Morton Road District, Tremont Road District, and Washington Road District.

**THE LPA AGREES:**

- To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- To provide for the preliminary engineering work required to complete the proposed improvement.
- To retain jurisdiction of the completed improvement unless specified otherwise by addendum.
- To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction) in a manner satisfactory to the **STATE** and the **FHWA**.
- To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by

this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

8. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
9. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete the project.
10. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
11. To include the certifications, listed in item 13 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
12. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

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

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or other locally administered work.
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;

#### **IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.



## FISCAL RESPONSIBILITIES:

- 1. Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 2. Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 3. Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
- 4. Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 5. Project End Date:** Preliminary engineering projects - the period of performance (end date) for state and federal obligation purposes is ten (10) years. The **LPA** must begin right-of-way acquisition for, or actual construction of, the project for which preliminary engineering work is undertaken with Federal participation is by the close of the tenth (10th) fiscal year following the fiscal year in which the project is federally authorized. In the event that this work is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.  
For Right-of-Way projects - the period of performance (end date) for state and federal obligation purposes is fifteen (15) years from the execution date of the agreement. The **LPA** must begin construction of the project on this right-of-way by the close of the twentieth (20th) fiscal year following the fiscal year in which the project is federally authorized. In the event that construction is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.  
Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
- 6. Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The ALN number for all highway planning and construction activities is 20.205.
- 7. Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

### ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Intergovernmental Cooperation Agreement
<input checked="" type="checkbox"/>	4.	HSIP Award Letter

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

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

David Zimmerman

Title of Official

County Board Chairman

Signature

Date

The above signature certifies the agency's TIN number is

376002171 conducting business as a Governmental Entity.

DUNS Number 071430805

UEI C121C5LKZU91

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsung Kim, Chief Counsel

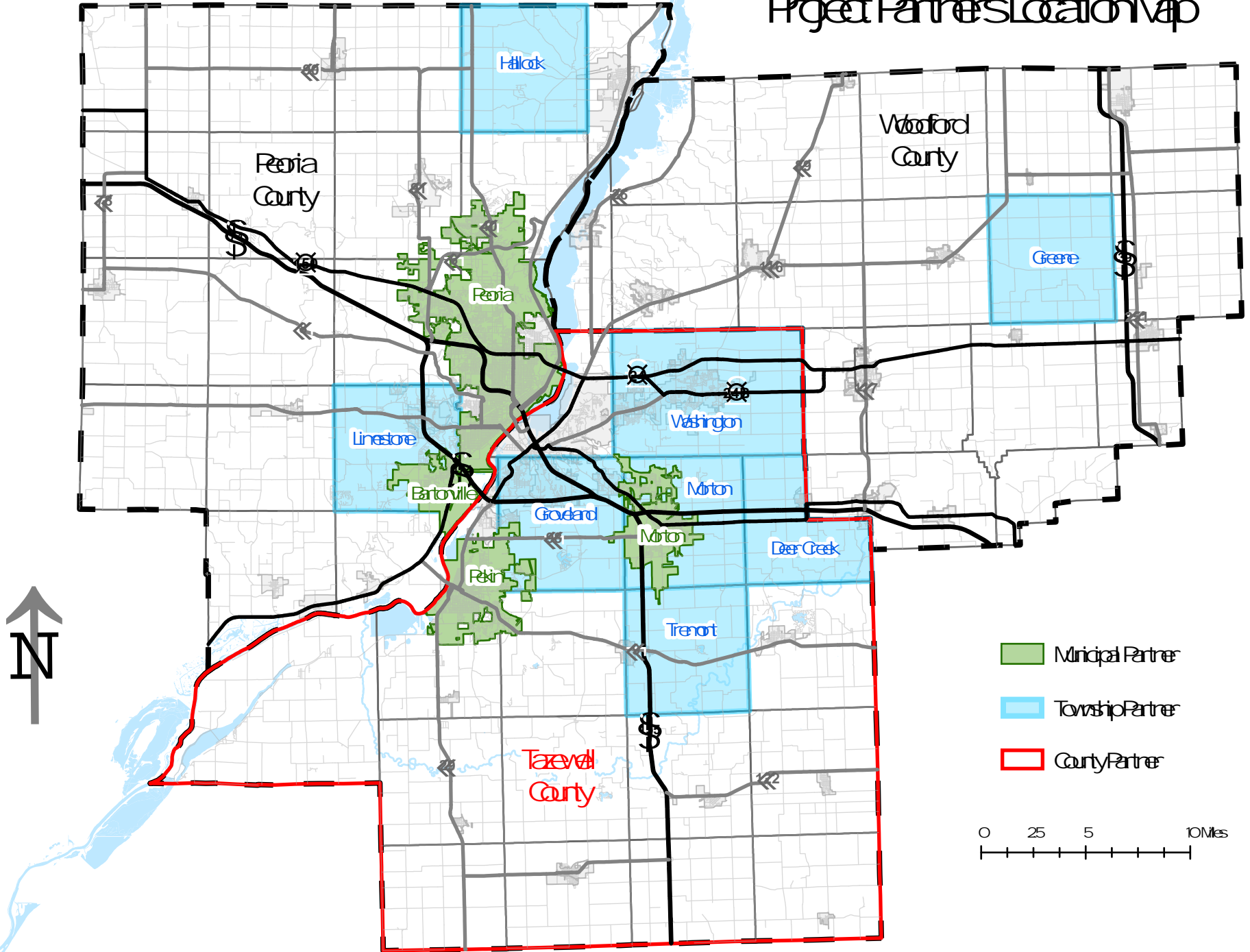
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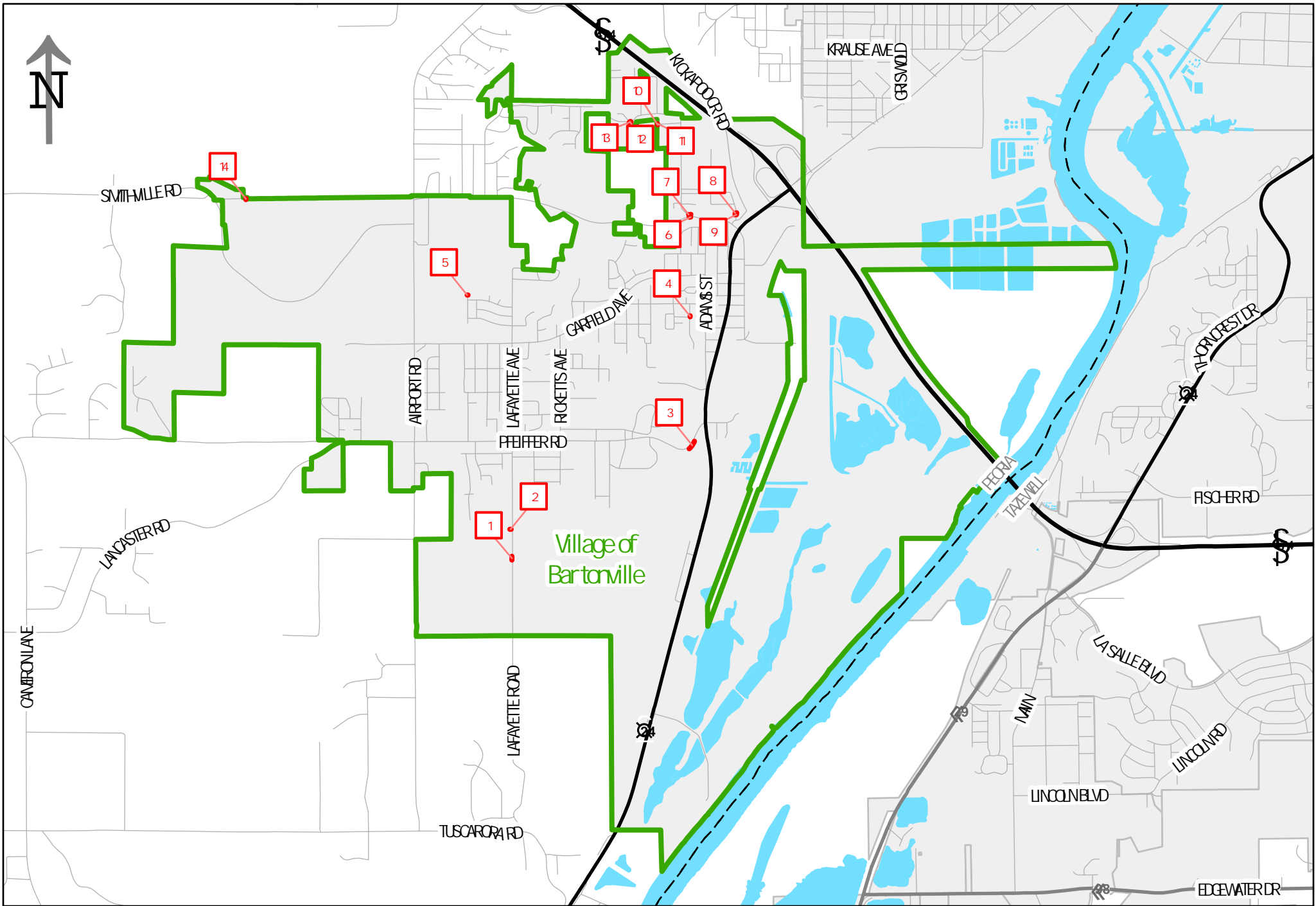
Vicki Wilson, Chief Fiscal Officer

Date

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

# Project Partners Location Map





# Guardrail Location Map

Village of Bartonville  
Peoria County, Illinois

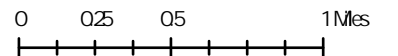
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- Street Centerline
- County Boundary
- Municipal Limits

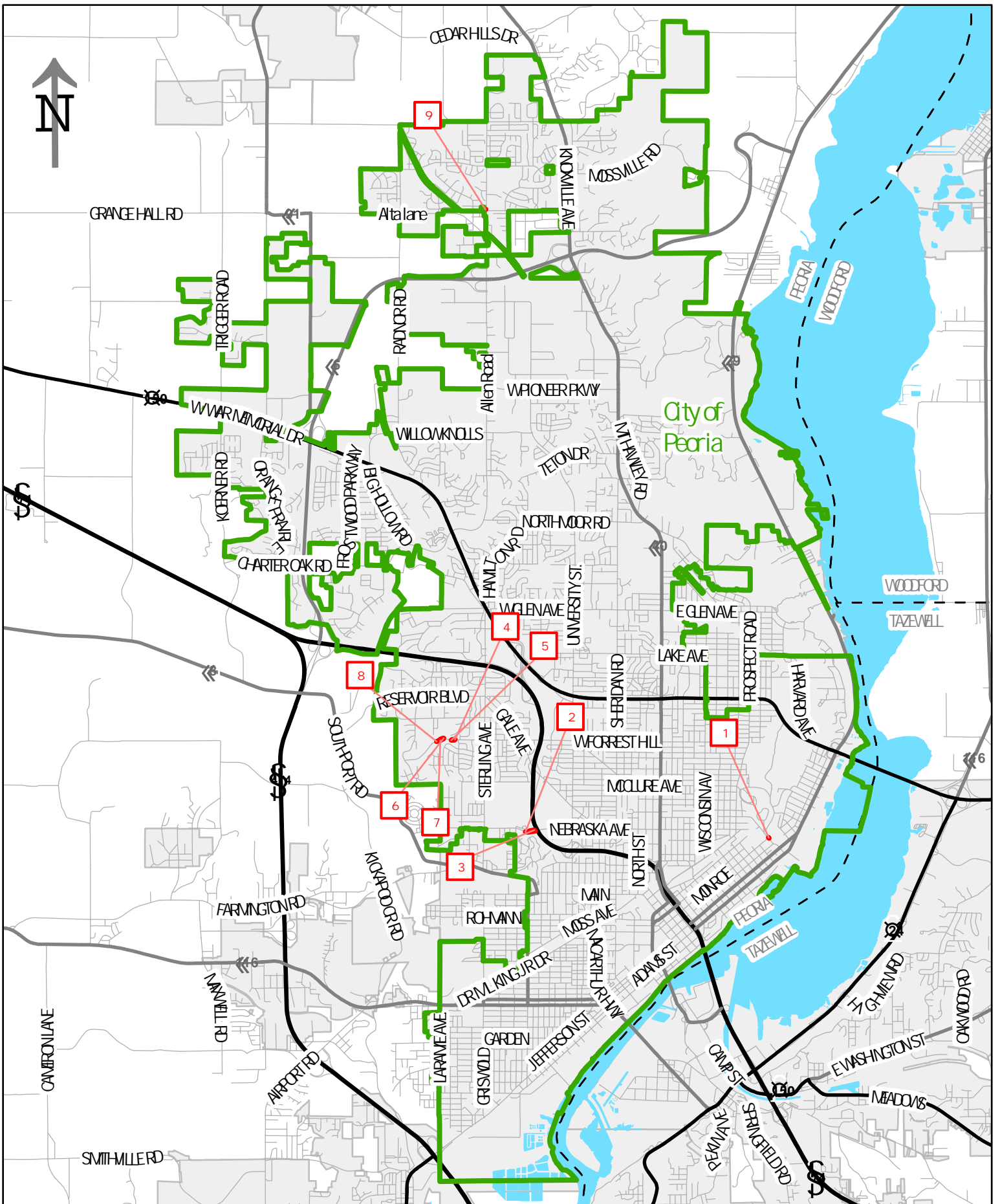
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TRI-COUNTY REGIONAL  
PLANNING COMMISSION

June 4th 2020



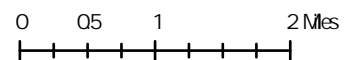


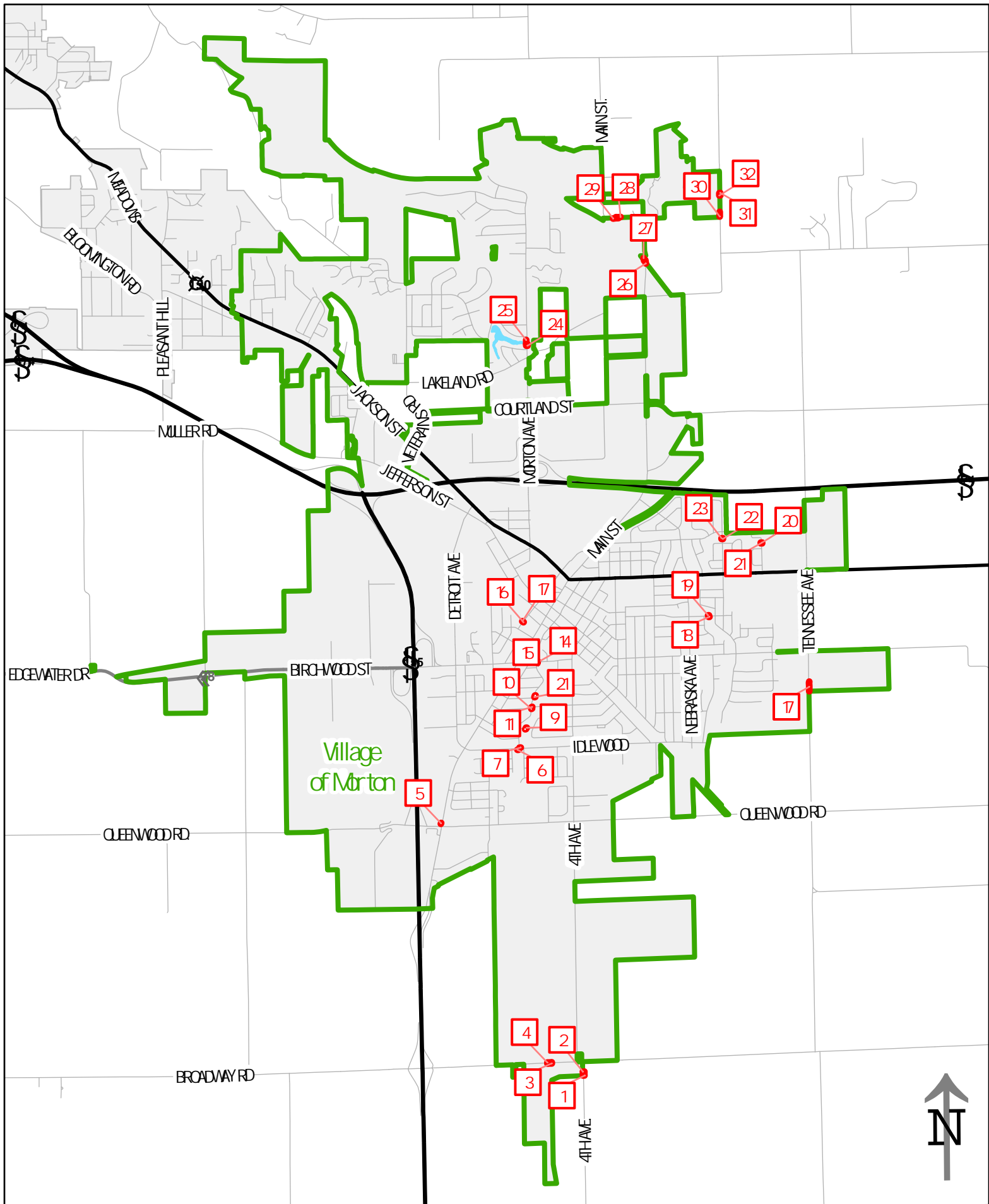
# Guardrail Location Map

City of Peoria  
Peoria County, Illinois

- Guardrail Locations
- County Boundary
- City of Peoria
- Street Centerline
- Municipal Limits

TRI-COUNTY REGIONAL PLANNING COMMISSION June 4th 2020





# Guardrail Location Map

Village of Morton  
Tazewell County, Illinois

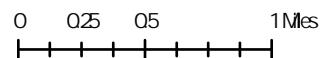
- Guardrail Locations
- County Boundary

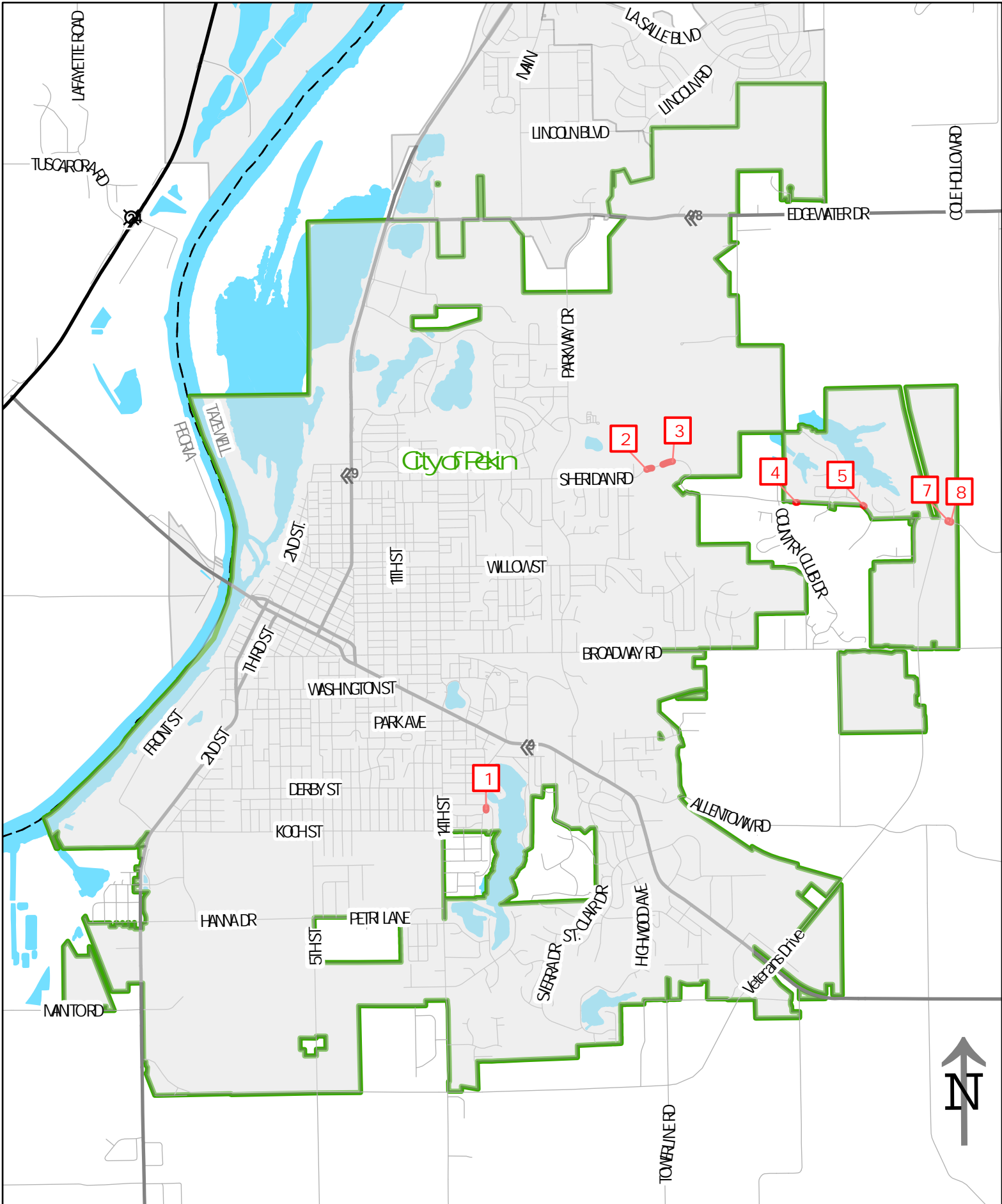
- Street Centerline
- Municipal Limits



TRI-COUNTY REGIONAL  
PLANNING COMMISSION

June 4th 2020






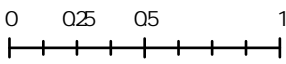
# Guardrail Location Map

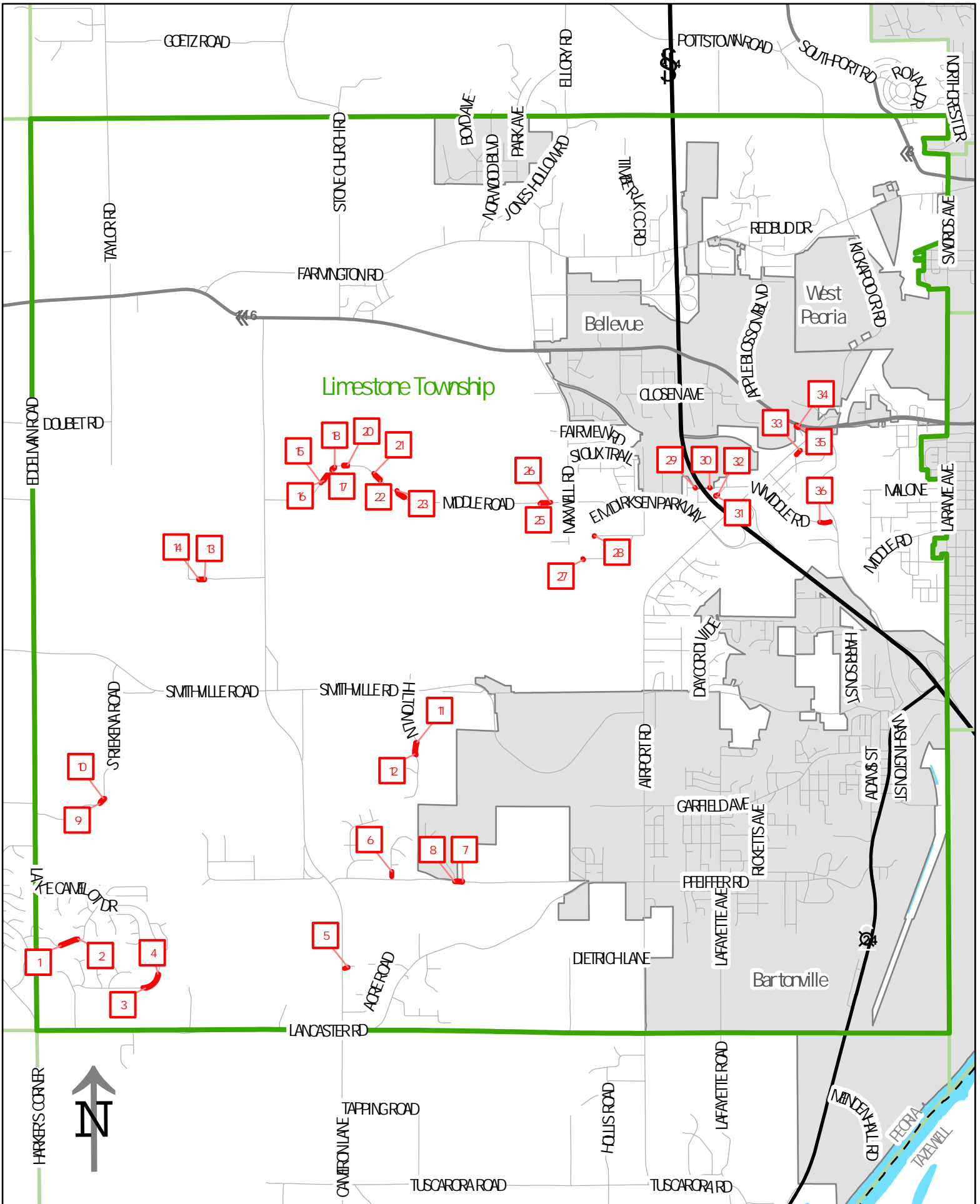
City of Pekin  
Tazewell County, Illinois

- Guardrail Locations
- County Boundary
- Municipal Limits
- Street Centerline


**TRI-COUNTY REGIONAL PLANNING COMMISSION** June 4th 2020

0    0.25    0.5    1 Mile



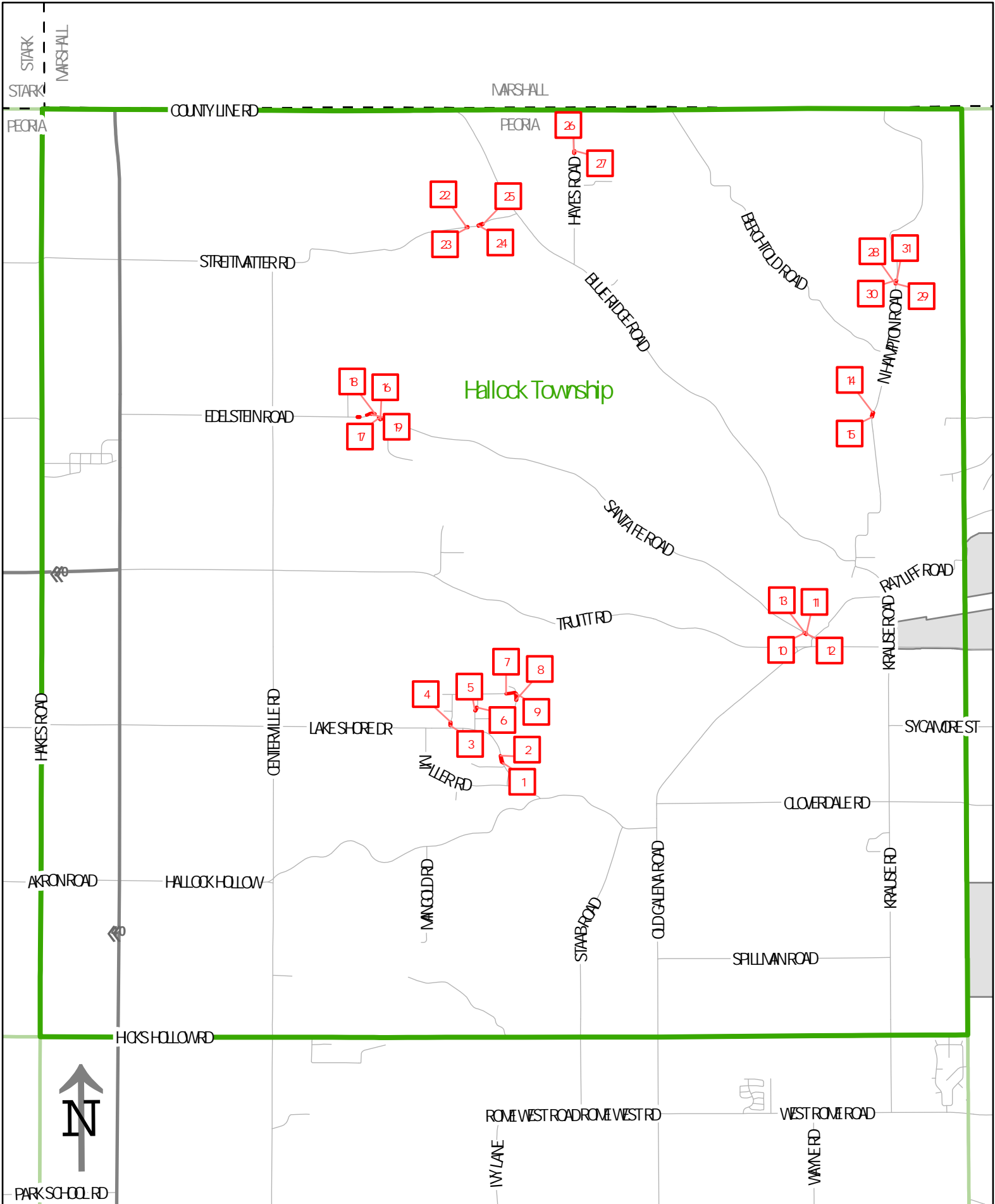
**Guardrail Location Map**  
 Limestone Township  
 Peoria County, Illinois

- Guardrail Locations
- County Boundary
- Township Limits
- Street Centerline

**TRI-COUNTY REGIONAL PLANNING COMMISSION**
June 4th 2020

0   0.25   0.5   1 Miles

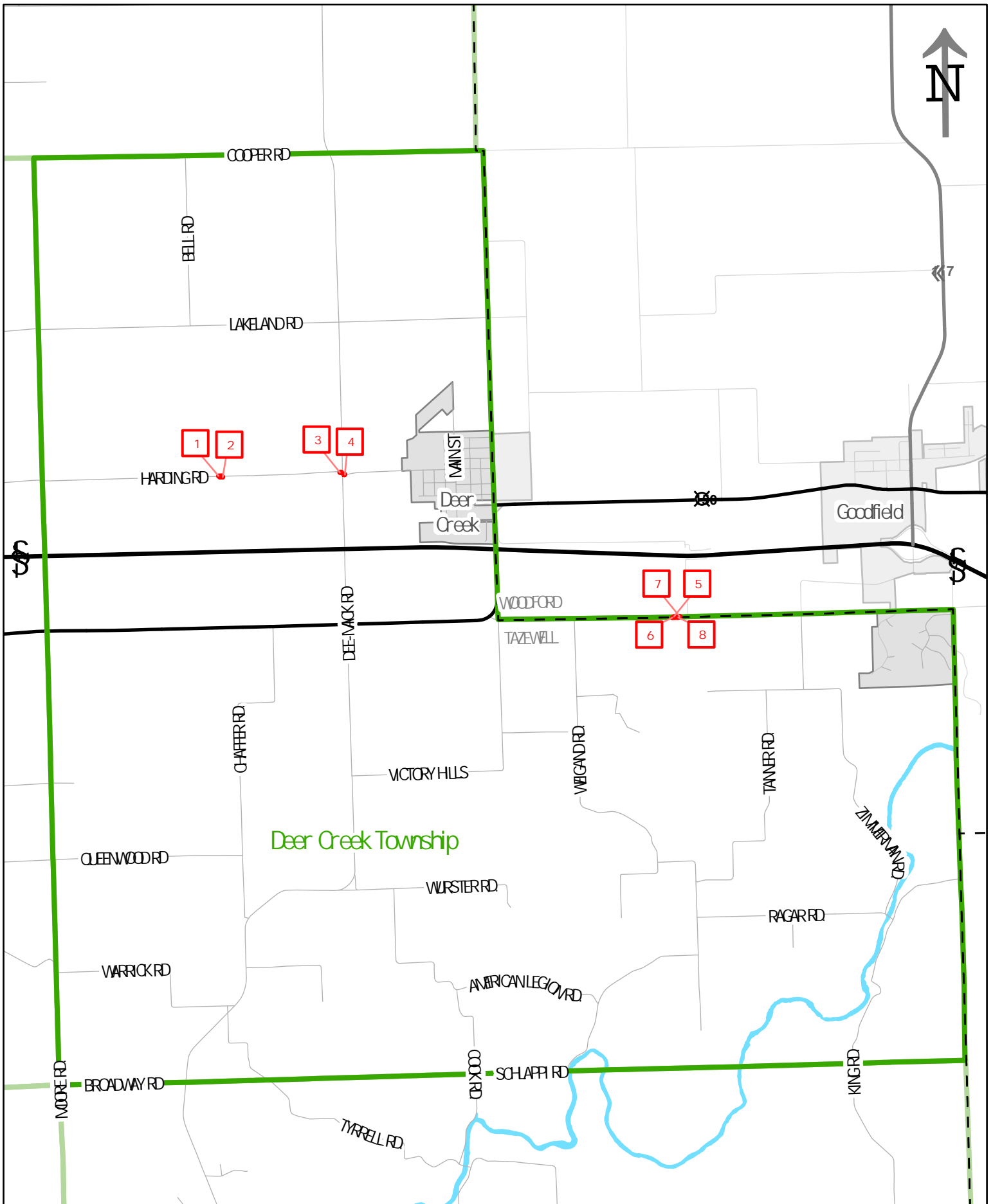




# Guardrail Location Map


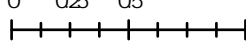
Hallock Township  
Peoria County, Illinois

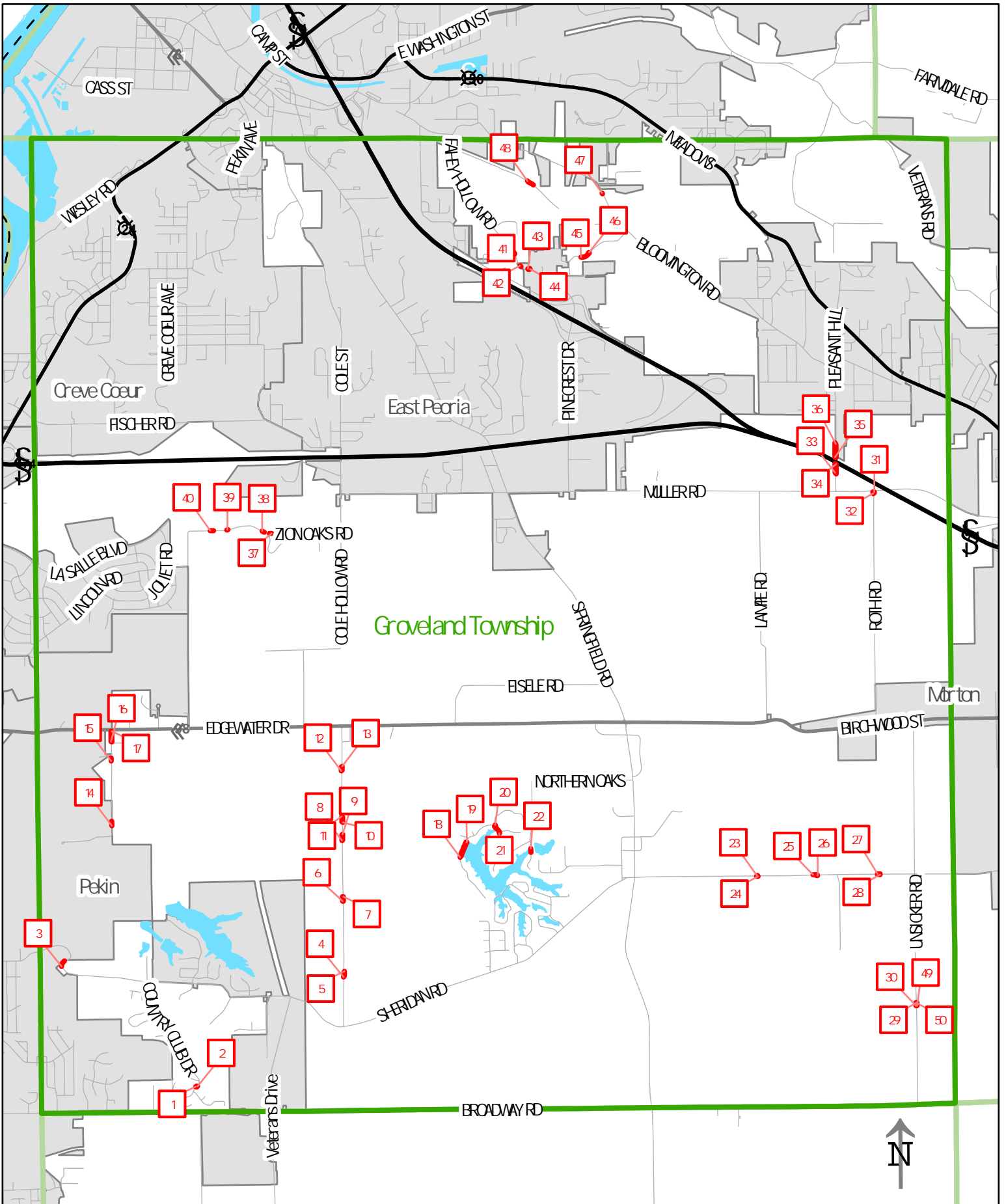
- Guardrail Locations
- County Boundary
- Township Limits
- Street Centerline
- 55



**Guardrail Location Map**  
 Deer Creek Township  
 Tazewell County, Illinois

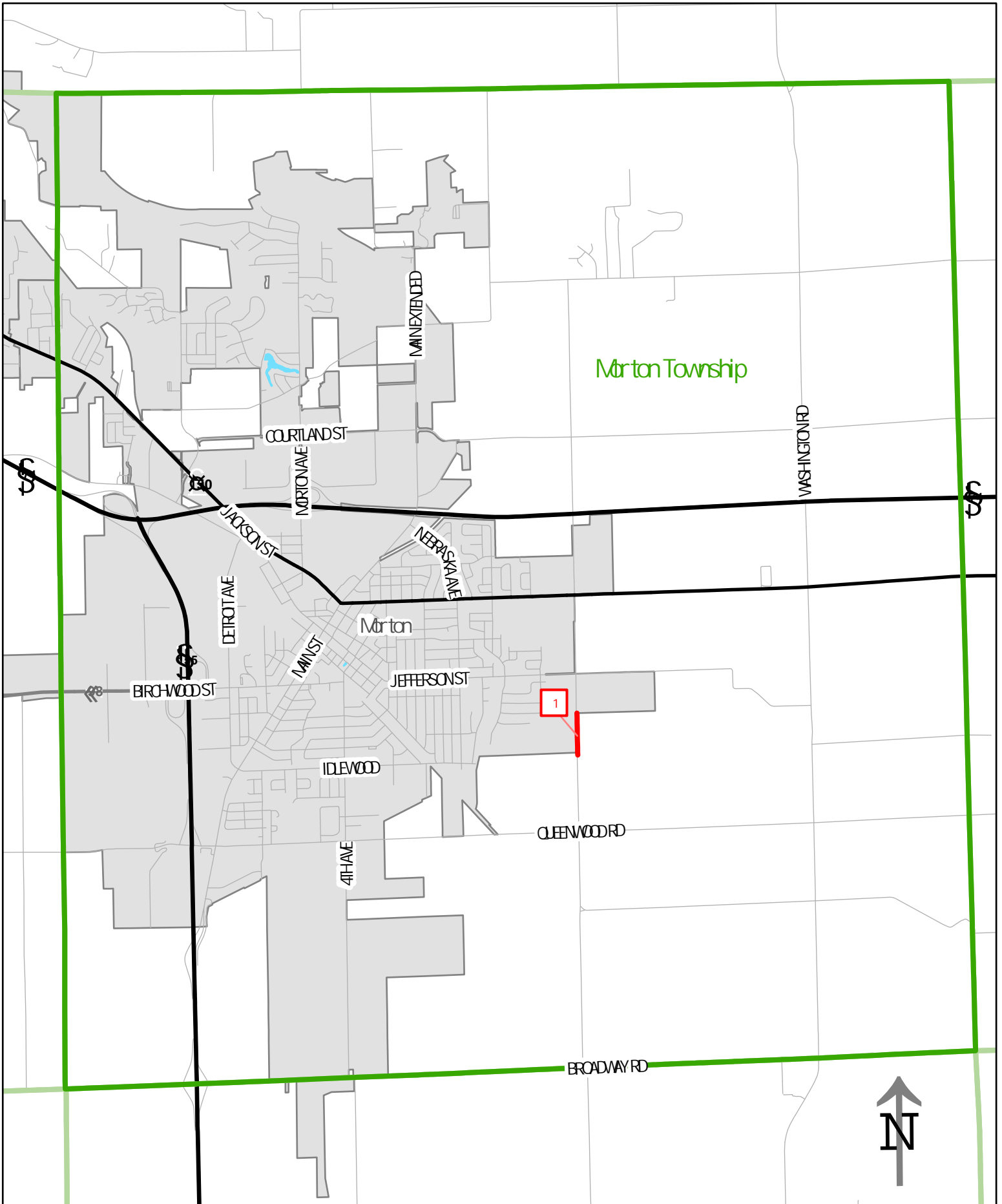
- Guardrail Locations
- County Boundary
- Township Limits
- Street Centerline
- Municipal Limits


**TRI-COUNTY REGIONAL PLANNING COMMISSION** June 4th 2020  
 0 0.25 0.5 1 Miles  





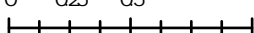
**Guardrail Location Map**  
 Groveland Township  
 Tazewell County, Illinois

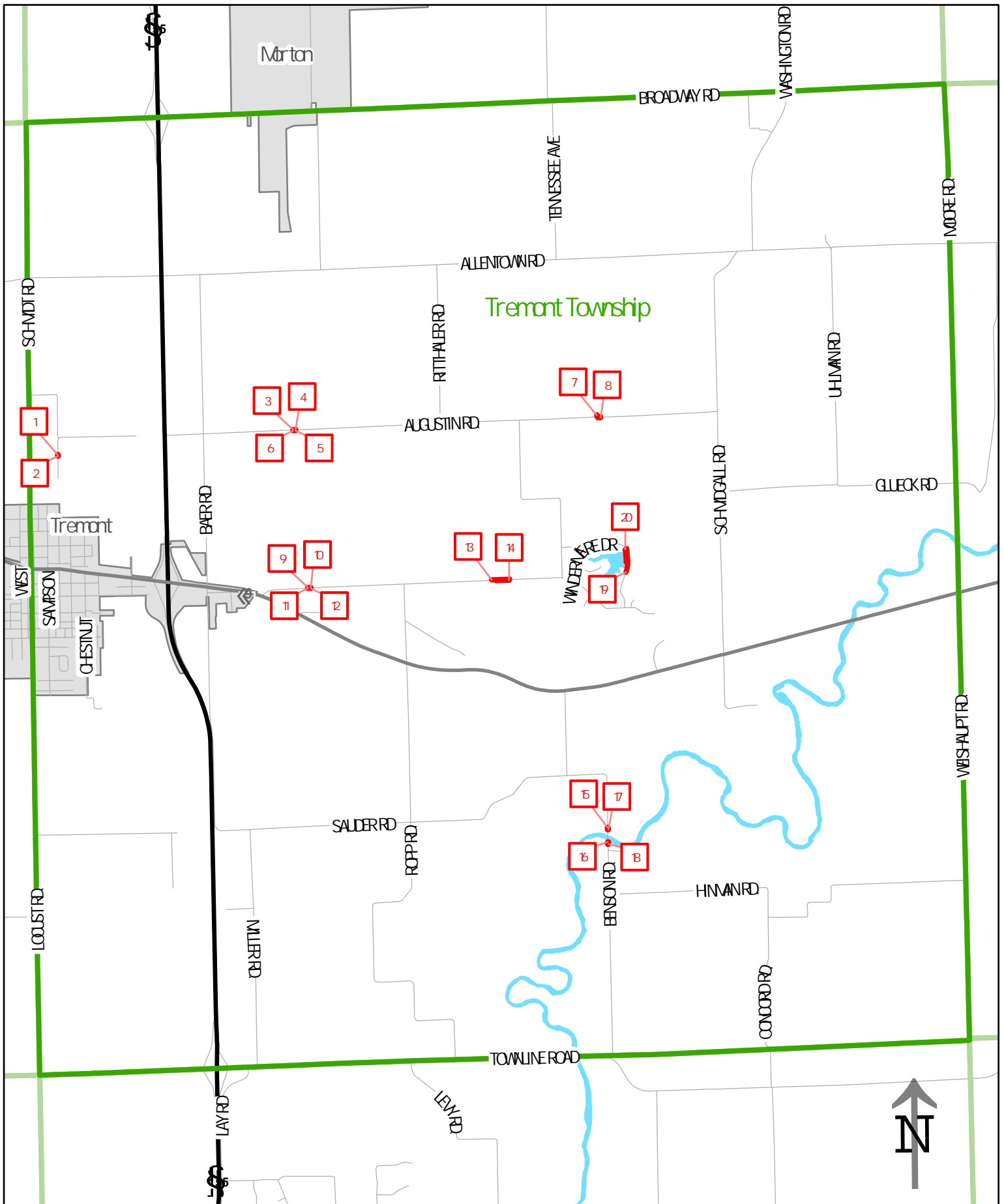
- Guardrail Locations
- County Boundary
- Municipal Limits
- Township Limits
- Street Centerline
- 57



**Guardrail Location Map**  
 Merton Township  
 Tazewell County, Illinois

- Guardrail Locations
- County Boundary
- Township Limits
- Street Centerline
- Municipal Limits


**TRI-COUNTY REGIONAL PLANNING COMMISSION** June 4th, 2020  
 0 0.25 0.5 1 Miles  




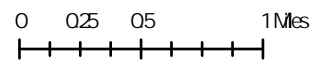
**Guardrail Location Map**  
 Tremont Township  
 Tazewell County, Illinois

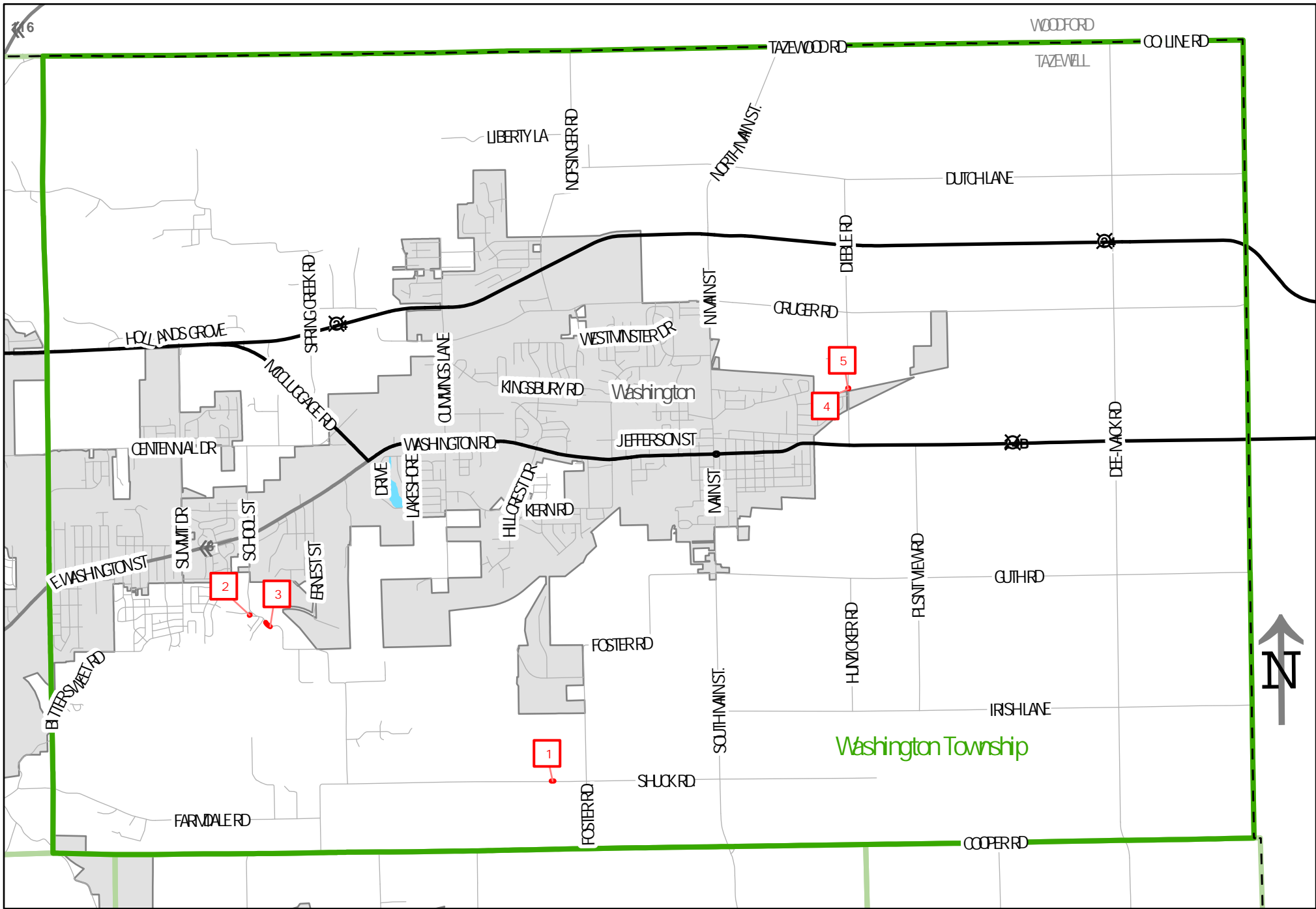
- Guardrail Locations
- County Boundary
- Township Limits
- Street Centerline
- Municipal Limits



TRI-COUNTY REGIONAL  
 PLANNING COMMISSION

June 4th 2020





# Guardrail Location Map

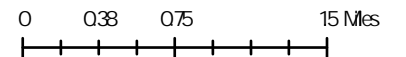
Washington Township  
Tazewell County, Illinois

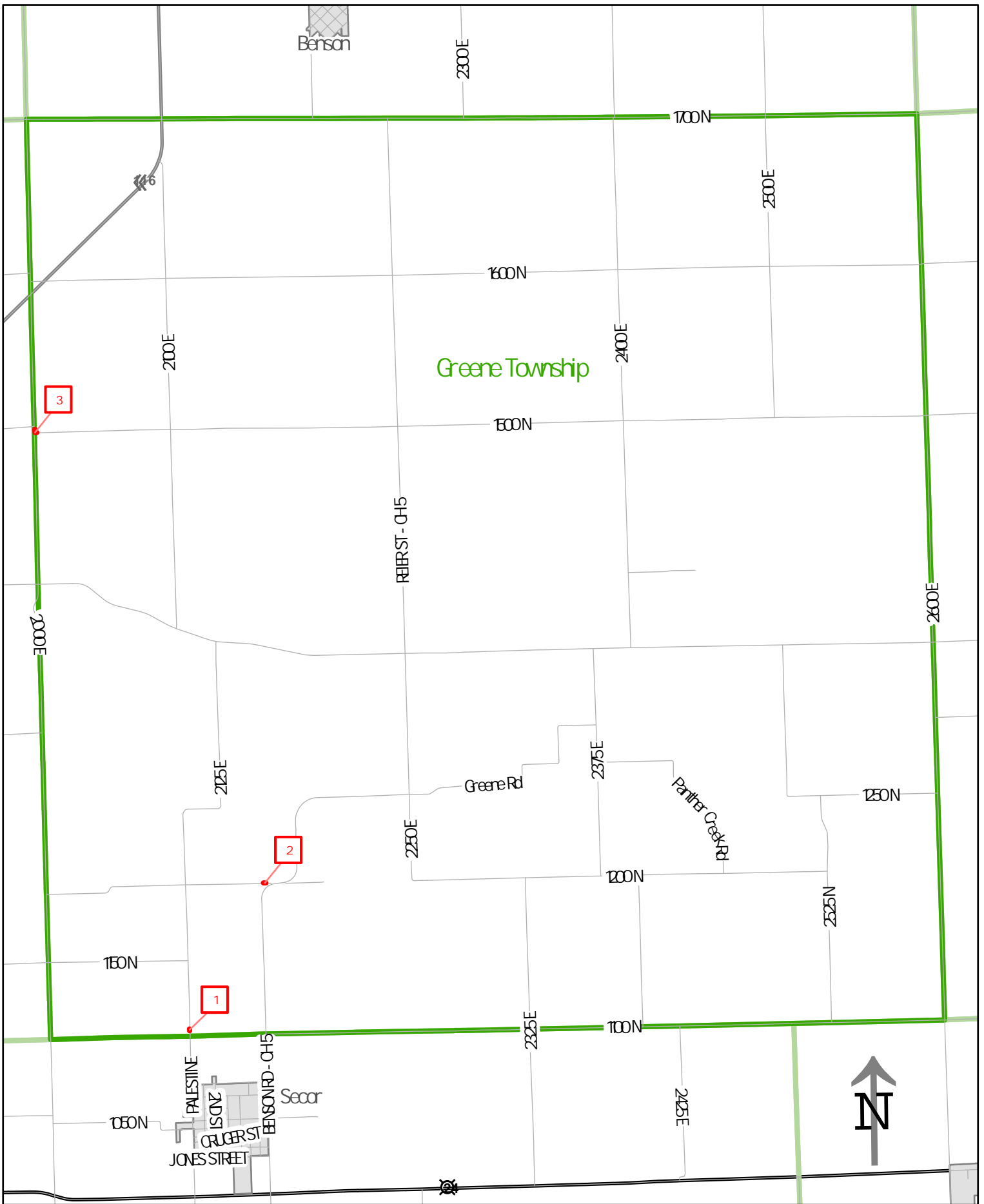
- Guardrail Locations
- Street Centerline
- County Boundary
- Municipal Limits
- Township Limits



TRI-COUNTY REGIONAL  
PLANNING COMMISSION


June 4th 2020





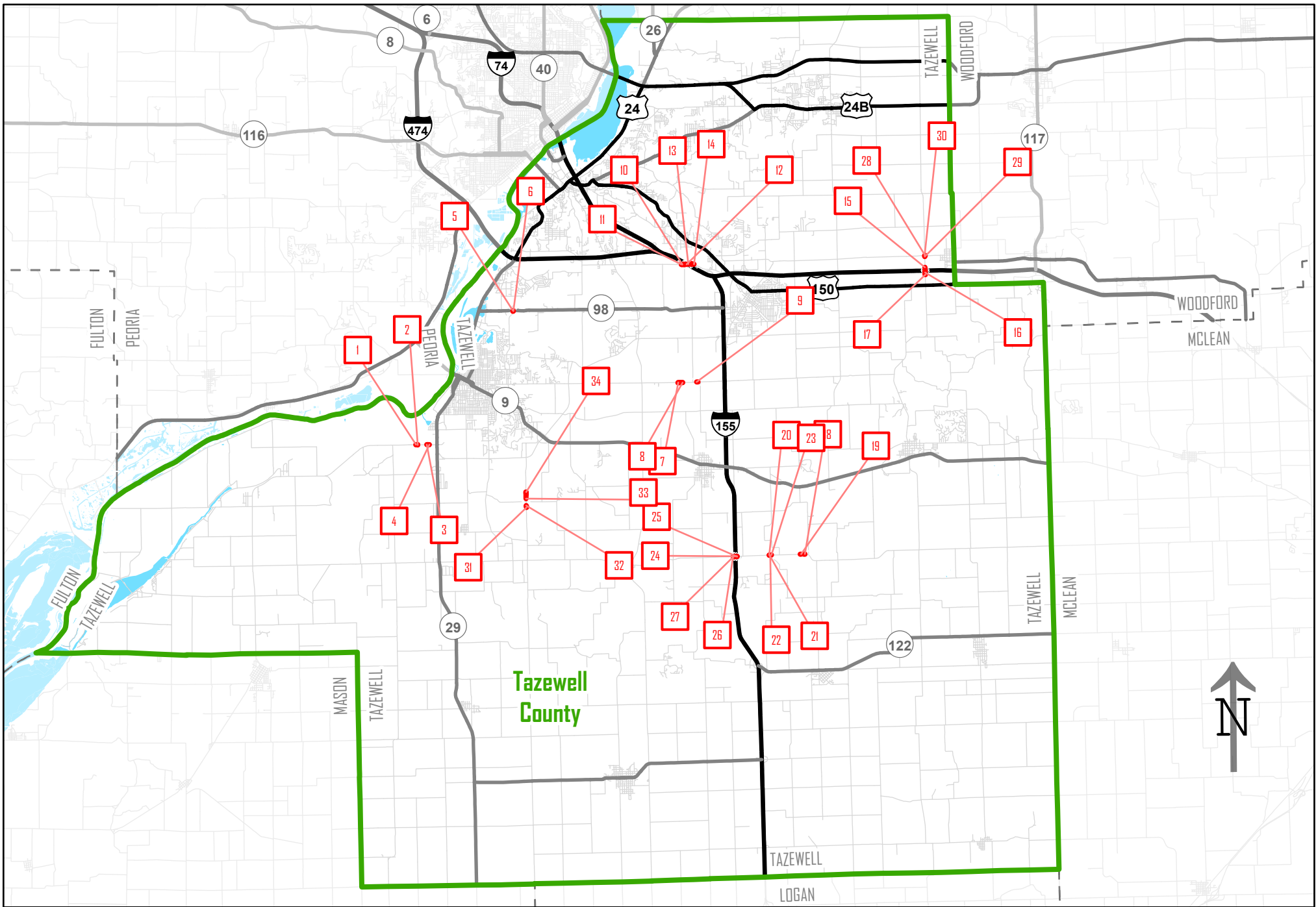
**Guardrail Location Map**  
 Greene Township  
 Woodford County, Illinois

- Guardrail Locations
- County Boundary
- Township Limits
- Street Centerline
- Municipal Limits


**TRI-COUNTY REGIONAL PLANNING COMMISSION**


June 4th 2020

0 0.25 0.5 1 Miles



**Guardrail Location Map**  
Tazewell County, Illinois

- Guardrail Locations
- Street Centerline
- County Boundary
- Tazewell County


**TRI-COUNTY REGIONAL PLANNING COMMISSION**
May 6th, 2021

0
1.75
3.5
7 Miles



**ADDENDA NUMBER 2**

Local Public Agency Tazewell County	County Tazewell	Section Number 21-00000-00-SP
--	--------------------	----------------------------------

<b>Engineering</b>	Job Number P-94-012-23	Project Number TF1M(628)	<b>Right-of-Way</b>	Job Number	Project Number

**DIVISION OF COST**

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Preliminary Engineering	HSIP	\$342,000.00	*				Local	\$38,000.00	BAL	\$380,000.00
<b>Total</b>		<b>\$342,000.00</b>		<b>Total</b>			<b>Total</b>		<b>\$38,000.00</b>	<b>\$380,000.00</b>

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:  
 \* 90% HSIP Funds NTE \$342,000.00

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

**ADDENDA NUMBER 3**

INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE  
COUNTY OF TAZEWELL,  
CITY OF PEORIA IN THE COUNTY OF PEORIA,  
VILLAGE OF BARTONVILLE IN THE COUNTY OF PEORIA,  
TOWNSHIP ROAD DISTRICT OF HALLOCK IN THE COUNTY OF PEORIA,  
TOWNSHIP ROAD DISTRICT OF LIMESTONE IN THE COUNTY OF PEORIA,  
CITY OF PEKIN IN THE COUNTY OF TAZEWELL,  
VILLAGE OF MORTON IN THE COUNTY OF TAZEWELL,  
TOWNSHIP ROAD DISTRICT OF DEER CREEK IN THE COUNTY OF TAZEWELL,  
TOWNSHIP ROAD DISTRICT OF GROVELAND IN THE COUNTY OF TAZEWELL,  
TOWNSHIP ROAD DISTRICT OF MORTON IN THE COUNTY OF TAZEWELL,  
TOWNSHIP ROAD DISTRICT OF TREMONT IN THE COUNTY OF TAZEWELL,  
TOWNSHIP ROAD DISTRICT OF WASHINGTON IN THE COUNTY OF TAZEWELL,  
AND THE  
TOWNSHIP ROAD DISTRICT OF GREENE IN THE COUNTY OF WOODFORD,  
ALL IN THE STATE OF ILLINOIS,  
  
FOR  
  
THE  
TRI-COUNTY MULTI-JURISDICTIONAL  
GUARDRAIL IMPROVEMENT PROJECT

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

WHEREAS, the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the City of Peoria and the Village of Bartonville, in the County of Peoria, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the Township Road Districts of Hallock and Limestone, in the County of Peoria, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the City of Pekin and the Village of Morton, in the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the Township Road Districts of Deer Creek, Groveland, Morton, Tremont and Washington, in the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, the Township Road District of Greene, in the County of Woodford, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the aforementioned units of local government is a local highway authority responsible for the public roads under their respective jurisdiction as codified in the Illinois Highway Code; and,

WHEREAS, Tri-County Regional Planning Commission, hereafter TCRPC, is the Regional Planning Commission for the Tri-County Region of Peoria, Tazewell and Woodford Counties, in the State of Illinois; and,

WHEREAS, TCRPC staff offered to local highway authorities in said Tri-County Region to include their roadside safety hardware, hereafter guardrail, in an inventory to be used to apply for funding to upgrade and improve guardrail; and,

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

WHEREAS, each of the aforementioned units of local government, hereafter Local Agencies, did provide to TCRPC guardrail locations within the public roads under each of their respective jurisdictions and did consent to inclusion of such guardrail in the TCRPC guardrail inventory to be included in applications for such funding opportunities; and,

WHEREAS, TCRPC staff did inventory such local agency guardrail locations as their resources allowed and did submit to the Illinois Department of Transportation, hereafter IDOT, an application for federal Highway Safety Improvement Program, hereafter HSIP, funding for said guardrail improvements; and,

WHEREAS, TCRPC was awarded the IDOT administered HSIP grant; and,

WHEREAS, IDOT will not allow TCRPC to serve as the lead agency for the HSIP funded guardrail improvement project, hereafter Project, and requires a unit of local government to serve as the lead agency; and,

WHEREAS, TCRPC, the Local Agencies and IDOT jointly determined Tazewell County, State of Illinois would serve as the lead agency for the Project; and,

WHEREAS, no unit of local governmental may be held legally responsible for costs or liability for highways, roads or streets of any other unit of local government or any infrastructure they contain, including guardrail; and,

WHEREAS, the continued cooperation of the Local Agencies is in the public interest; and,

WHEREAS, Intergovernmental Cooperation Act (5 ILCS 220/) authorizes the Local Agencies to enter into Intergovernmental Agreements; and,

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Local Agencies to enter into Intergovernmental Agreements;

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT:

COUNTY OF TAZEWELL, STATE OF ILLINOIS;

CITY OF PEORIA IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

VILLAGE OF BARTONVILLE IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF HALLOCK IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF LIMESTONE IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

CITY OF PEKIN IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

VILLAGE OF MORTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF DEER CREEK IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF GROVELAND IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF MORTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF TREMONT IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF WASHINGTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF GREENE IN THE COUNTY OF WOODFORD, STATE OF ILLINOIS;

DO HEREBY AGREE AS FOLLOWS:

1. That the foregoing is true, accurate and factual.

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

2. That should any of the foregoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.

3. That the County of Tazewell, State of Illinois, shall be referred to herein as Tazewell County and the remaining parties to this agreement shall collectively be referred to herein as the Remaining Parties and shall be referred to individually as a Remaining Party.

4. That each of the Remaining Parties does prevail upon and does hereby grant permission to Tazewell County to serve as Lead Agency and to undertake or have undertaken such actions and perform or have performed such services as Tazewell County deems appropriate to administer and design the Project and does hereby authorize the County of Tazewell to act on their behalf with regard thereto.

5. That such Project related actions and services may include but shall not be limited to entering agreements, such as for funding, and entering contracts for consulting engineering services for preliminary engineering, entering contracts for construction, and entering contracts for consulting engineering services for construction engineering.

6. That Tazewell County shall provide or cause to be provided to each of the Remaining Parties a copy of each agreement and each contract for such actions and services.

7. That each of the Remaining Parties does hereby agree to be bound by the terms and conditions of each agreement and each contract entered into by Tazewell County with regard to the Project in the same manner and to the same extent as though a signatory party to such agreements and such contracts and does hereby agree to promptly pay their share of all costs incurred as a result of such agreements and contracts.

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

8. That Tazewell County shall provide or cause to be provided to each of the Remaining Parties the final plans and specifications, any necessary plats and land acquisition documents, the final Engineer's Estimate of Cost, the Tabulation of Bids, the Notice of Award, the Engineer's Final Payment Estimate, and as-built drawings.

9. That each party to this agreement shall be responsible for and shall bear any and all remaining costs, after federal and state funding is applied, in pro-rata share to the guardrail improvement cost of the Project guardrail under their jurisdiction divided by the total improvement cost of the Project guardrail.

10. That Tazewell County will submit or cause to be submitted periodic and final invoices to each party to this agreement for said costs detailing the breakdown of such pro-rata share of costs for all parties to this Agreement for each action and service, including but not limited to preliminary engineering, construction, and construction engineering, and that Tazewell County may submit or cause to be submitted a final invoice for the entire project at the completion of the project.

11. That periodic invoices are approximate only and subject to correction in the final invoice.

12. That each party to this agreement hereby agrees to remit payment for each such invoice per the directions provided by Tazewell County within 60 days in accordance with their financial policy subject to Illinois' Local Government Prompt Payment Act.

13. That the pro-rata share of guardrail improvement cost shall be based upon:

A. the inventory and costs used for said HSIP application as included herein for periodic invoices for preliminary engineering and related costs; and,

B. the final Engineer's Estimate of Cost of the Project for the final invoice for preliminary engineering and related

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

costs and any other Project costs incurred through the design phase of the Project; and,

C. the awarded contract cost for periodic invoices for construction and for construction engineering and related costs and any other Project costs incurred through the construction and construction engineering phase of the Project; and,

D. the Engineer's Final Payment Estimate for the final invoices for construction and for construction engineering and related costs and any other Project costs incurred through the construction and construction engineering phase and through completion of the Project;



Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

Jurisdiction	Guardrail		Construction	Preliminary Engineering	Construction Engineering	Funding		Total Cost	Pro-Share
	Count	Linear				HSIP	Local		
Vil of Bartonville	14	791	\$ 46,285.20	\$ 6,942.78	\$ 6,942.78	\$ 54,153.68	\$ 6,017.08	\$ 60,170.76	1.81%
Deer Creek RD	8	588	\$ 34,372.85	\$ 5,155.93	\$ 5,155.93	\$ 40,216.23	\$ 4,468.47	\$ 44,684.70	1.34%
Greene RD	3	333	\$ 19,464.47	\$ 2,919.67	\$ 2,919.67	\$ 22,773.43	\$ 2,530.38	\$ 25,303.81	0.76%
Groveland RD	50	8,019	\$ 469,127.88	\$ 70,369.18	\$ 70,369.18	\$ 548,879.62	\$ 60,986.62	\$ 609,866.24	18.30%
Hallock RD	31	3,398	\$ 198,783.00	\$ 29,817.45	\$ 29,817.45	\$ 232,576.11	\$ 25,841.79	\$ 258,417.90	7.75%
Limestone RD	36	8,985	\$ 525,611.09	\$ 78,841.66	\$ 78,841.66	\$ 614,964.98	\$ 68,329.44	\$ 683,294.42	20.50%
Vil of Morton	34	2,415	\$ 141,289.79	\$ 21,193.47	\$ 21,193.47	\$ 165,309.05	\$ 18,367.67	\$ 183,676.72	5.51%
Morton RD	1	1,408	\$ 82,356.34	\$ 12,353.45	\$ 12,353.45	\$ 96,356.92	\$ 10,706.32	\$ 107,063.24	3.21%
City of Pekin	7	869	\$ 50,862.24	\$ 7,629.34	\$ 7,629.34	\$ 59,508.82	\$ 6,612.09	\$ 66,120.91	1.98%
City of Peoria	9	1,899	\$ 111,098.87	\$ 16,664.83	\$ 16,664.83	\$ 129,985.68	\$ 14,442.85	\$ 144,428.53	4.33%
Tazewell Co	34	11,591	\$ 678,091.64	\$101,713.75	\$101,713.75	\$ 793,367.21	\$ 88,151.91	\$ 881,519.13	26.45%
Tremont RD	18	3,083	\$ 180,369.54	\$ 27,055.43	\$ 27,055.43	\$ 211,032.36	\$ 23,448.04	\$ 234,480.40	7.03%
Washington RD	5	449	\$ 26,262.41	\$ 3,939.36	\$ 3,939.36	\$ 30,727.01	\$ 3,414.11	\$ 34,141.13	1.02%
Totals	250	43,829	\$ 2,563,975.30	\$ 384,596.30	\$ 384,596.30	\$ 2,999,851.10	\$ 333,316.79	\$ 3,333,167.89	100.00%

RD = Road District

Vil = Village

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

14. That the Remaining Parties to this agreement do hereby indemnify and hold Tazewell County, its officers, employees, and agents harmless from all claims for injuries and damages to persons or property within their jurisdiction (including that of the respective Remaining Parties) sustained by reason of Tazewell County serving as the Lead Agency for the Project.

15. That each party to this agreement shall indemnify and hold harmless all other parties to this agreement, their officers, employees and agents, from all claims for injuries and damages to persons or property, including their own, sustained within their jurisdiction.

16. That all remaining costs and all remaining liability for claims of any name or nature shall be borne by each party to this agreement in proportion to their pro-rata share of guardrail improvement cost.

17. That each party to this agreement agrees to abide by all such terms as required by FHWA or IDOT to remain eligible for state or federal funds.

18. That each party to this agreement shall acquire in its name all right-of-way necessary for improvements within public roads under their jurisdiction in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures and shall cooperate with Tazewell County, the State of Illinois and the Federal Highway Administration in the disposition of encroachments, if any.

19. That each party to this agreement shall provide for all utility adjustments and shall regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems within public roads under their jurisdiction.

20. That each party to this agreement shall retain jurisdiction of the completed improvements within the public roads under their jurisdiction before, during and after the completion of the work of the Project.

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

21. That each party to this agreement shall maintain the completed improvements within the public roads under their jurisdiction in a manner satisfactory to the State of Illinois and the Federal Highway Administration.

22. That each party to this agreement shall provide, if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvements upon public roads under their jurisdiction.

23. That each party to this agreement shall comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the Federal Highway Administration.

24. That each party to this agreement certifies to the best of its knowledge and belief that it's officials:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

B. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

C. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

D. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

25. That execution of this agreement constitutes the concurrence of each party to this agreement in the award of the construction contract to the responsible low bidder as determined by the State of Illinois.

26. That execution of this agreement by each party to this agreement constitutes their certification that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, such party to this agreement shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The language of this certification shall be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

27. That each party to this agreement shall regulate parking and traffic upon the public roads of the Project under their jurisdiction in accordance with the approved project report.

28. That each party to this agreement shall regulate encroachments on public rights-of-way

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

under their jurisdiction in accordance with current Illinois Compiled Statutes.

29. That each party to this agreement shall regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement within public roads under their jurisdiction in accordance with the current Illinois Compiled Statutes.

30. (Single Audit Requirements) That each party to this agreement acknowledges that if an LPA (Local Public Agency) expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200; that an LPA expending less than \$750,000 a year shall be exempt from compliance; that a copy of the audit report must be submitted to the State of Illinois, Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year; and, that the CFDA number for all highway planning and construction activities is 20.205.

31. That this agreement shall be binding on each party to this agreement, their successors and assigns.

32. That this agreement shall remain in full force and effect until renegotiated by all parties to this agreement.

33. That this Agreement may only be terminated by negotiated agreement of all parties to this agreement.

34. That no party may withdraw from this Agreement without the negotiated agreement of all remaining parties to this agreement except that within 60 days of the date of submittal of the final Engineer's Estimate of Cost by Tazewell County to all parties to this agreement, a party may submit to Tazewell County and to TCRPC in writing that they do not wish to participate in the construction and construction engineering phase of the project, and so long as Tazewell County and TCRPC receive such written statement within said 60 day period, such party will not be included in the construction and construction engineering phase of the project and will bear no cost or liability for the construction and construction engineering phase of the

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

project.

35. That nothing herein shall create or shall be construed to create, in any manner, a contractual or legal obligation for any unit of local government to be held responsible for any costs or liability for highways, roads or streets of any other unit of local government or any infrastructure they contain, including guardrail.

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

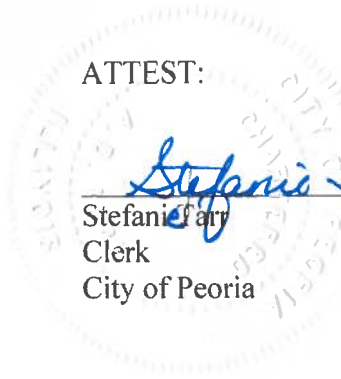
ATTEST:

\_\_\_\_\_  
John C. Ackerman                      Date  
Tazewell County Clerk

\_\_\_\_\_  
David Zimmerman                      Date  
Chairman  
Tazewell County Board

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:



Stefania Jarr 4/10/23  
Stefania Jarr  
Clerk  
City of Peoria

Date

Patrick Urich 4/10/23  
Patrick Urich  
City Manager  
City of Peoria

Date

**EXAMINED AND APPROVED**  
Legal Department

By [Signature]



Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

 1-23-2023

Michelle Carr  
Clerk  
Village of Bartonville

Date

 1-23-2023

Leon Ricca  
Mayor  
Village of Bartonville

Date



Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

<p><u>Kristy Willis</u>      <u>3-13-23</u> Date</p> <p>Clerk Hallock Road District</p>	<p><u>James Troglia</u>      <u>3-13-23</u> Date</p> <p>Highway Commissioner Hallock Road District</p>
---	--

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

 _____ (Heather Robinson) Clerk Limestone Road District	1-17-23 Date	 _____ Randy Neal Highway Commissioner Limestone Road District	1-17-23 Date
--	-----------------	--	-----------------

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project


ATTEST:

Sue<sup>W</sup> McMillan 1/23/23  
Sue McMillan  
Clerk  
City of Pekin


Becky Lloyd 1/23/23  
Mark Luft  
Mayor  
City of Pekin

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

  
Zo Eyans  
Clerk  
Village of Morton

2/16/23  
Date

  
Jeff Kaufman  
Mayor  
Village of Morton

2/16/23  
Date



Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

Paul Schmitt 4-14-23  
Date

Clerk  
Greene Road District

John Koos 4-14-23  
Date  
John Koos  
Highway Commissioner  
Greene Road District

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

Gary DeBolt      2/16/23  
Gary DeBolt                      Date  
Clerk  
Deer Creek Road District

Corey Wiegand      2/14/23  
Corey Wiegand                      Date  
Highway Commissioner  
Deer Creek Road District

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:


Mary S. Sipka 4-11-2023  
Mary S. Sipka Date  
Clerk  
Groveland Road District

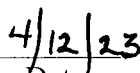
Kevin Bailey 4-11-23  
Kevin Bailey Date  
Highway Commissioner  
Groveland Road District

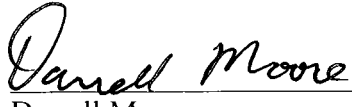


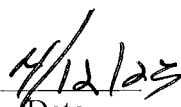
Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

  
Nancy Stephens  
Clerk  
Morton Road District

  
Date

  
Darrell Moore  
Highway Commissioner  
Morton Road District

  
Date

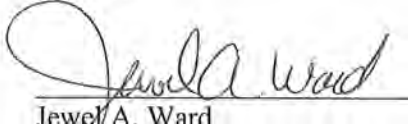
Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

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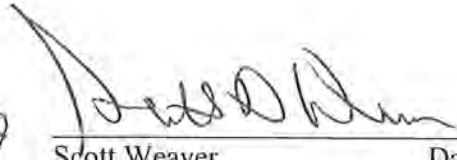
<u><i>Gerald B Madsen</i></u>	<u><i>2-16-23</i></u>	<u><i>Larry Bolliger</i></u>	<u><i>2-16-23</i></u>
Gerald Madsen	Date	Larry Bolliger	Date
Clerk		Highway Commissioner	
Tremont Road District		Tremont Road District	

Intergovernmental Cooperation Agreement  
for the  
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

  
\_\_\_\_\_  
Jewel A. Ward  
Clerk  
Washington Road District

1/10/2023  
Date

  
\_\_\_\_\_  
Scott Weaver  
Highway Commissioner  
Washington Road District

1/10/23  
Date

Tricountyrpc.org  
attn Michael Brunner  
mbrunner@tricountyrpc.org



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 28, 2021

Mr. Eric Miller  
Executive Director, Tri-County Regional Planning Commission  
456 Fulton Street, #401  
Peoria, Illinois 61602

Dear Mr. Eric Miller,

The Illinois Department of Transportation is pleased to inform you that your project has been selected for local Highway Safety Improvement Program (HSIP) funding. The project, identified by the Department as HSIP # 202112023, includes systematic guardrail improvements in the Tri-County Region (Peoria, Tazewell, and Woodford). Congratulations on your successful application.

The federal HSIP commitment for this project will not exceed \$3,000,000. The Tri-County Planning Commission should place priority for improvements at locations along any National Highway System routes, locations with high crash frequencies, and locations with high average annual daily traffic counts. The Department requires the Tri-County Planning Commission to develop and send to IDOT a GPS based inventory of guardrail locations improved as part of this project. The inventory should include terminal end section types. All guardrail improvements must also be compliant with the Manual for Assessing Safety Hardware (MASH 2016). The deadline for this award to be federally authorized is October 6, 2023 or funds will be rescinded.

Please contact Mr. Tony Sassine, District 4 Local Roads Engineer at (309) 671-3690, or at [Tony.Sassine@illinois.gov](mailto:Tony.Sassine@illinois.gov) to discuss program requirements and preparation of any agreements and / or contracts. Projects located within a Metropolitan Planning Organization (MPO) planning boundary are required to be listed in the local MPO's Transportation Improvement Program (TIP). Questions regarding the HSIP may be directed to Ms. Melinda Kos in the Central Bureau of Local Roads and Streets at (217) 785-5178. As a reminder, projects are approved for funding based on a cursory review and are required to complete the NEPA process and follow appropriate design criteria as well as any design exceptions.

All HSIP grant recipients must be registered with the State of Illinois to comply with the Grant Accountability and Transparency Act (GATA) 30 ILCS 708. Full GATA compliance is required, including the completion of all pre-award GATA paperwork. You may send inquiries to the Central Bureau of Local Roads and Streets or to [DOT.GATA@illinois.gov](mailto:DOT.GATA@illinois.gov) for further assistance.

An important element of the HSIP is feedback on the safety performance of improved locations. Review and reporting of the crash history at this project location before and after the completion of construction will involve your agency. IDOT will coordinate this review approximately four years after construction is completed.

Sincerely,

George A. Tapas, P.E., S.E.

A handwritten signature in blue ink, appearing to read 'G. Tapas'.

By: Stephane B. Seck-Birhame, P.E., PTOE  
Local Program Development Engineer

Cc: Alan Ho, FHWA – Illinois Division  
Cynthia Watters, IDOT – Bureau of Safety Programs and Engineering  
Tony Sassine, IDOT District 4  
File

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

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**RESOLUTION**

**WHEREAS**, there exists a proposed improvement to various guardrail locations within the tri-county area; and

**WHEREAS**, Tazewell County was determined to be the lead agency of the Tri-County Multi-Jurisdictional Guardrail Improvement Project; and

**WHEREAS**, Tazewell County as part of Resolution T-23-12 has entered into an INTERGOVERNMENTAL COOPERATION AGREEMENT; and

**WHEREAS**, as part of said improvement it is necessary for the attached LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT (BLR 05530) to be completed between Tazewell County and Maurer-Stutz, Inc. for Phase I Preliminary Engineering & Phase II Design Engineering services; and

**WHEREAS**, the INTERGOVERNMENTAL COOPERATION AGREEMENT is hereby attached and identified as being part of this attached LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT; and

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

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT and authorize the County Board Chairman to sign said agreement;

**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 April, 2023

ATTEST:

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County Clerk

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County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid for the McKenzie Building window replacement project (Project 2023-P-02); and

WHEREAS, Three bids were submitted for review; Peoria Metro Construction Inc., CAD Construction Inc. and N. Zobrist and Sons Inc. Peoria Metro was deemed to be the best bid option at the lowest cost at a total project cost of \$1,167,051 (Base Bid I \$597,648, Base Bid II - FY23 for \$792,403, and Alternate Bid I - \$223,000 deduction); and

WHEREAS, the County Administrator recommends to approve the bid and is authorized to move forward with the project as submitted.

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

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

PASSED THIS 26<sup>th</sup> DAY OF April, 2023.

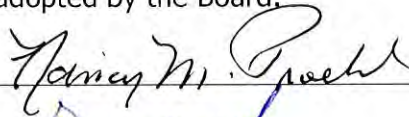
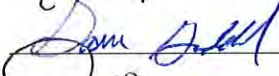
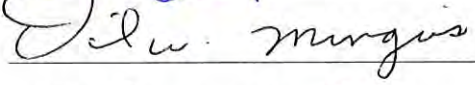
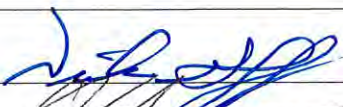
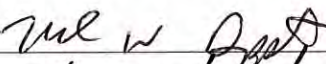
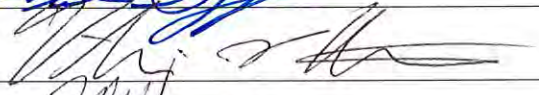
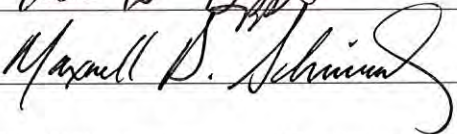
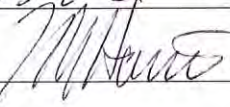
ATTEST:

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

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

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	
	
	

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the planning and developing of the Operating Budget for Tazewell County for FY24; and

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

THEREFORE BE IT RESOLVED that the County Board set FY24 budget parameters and process as follows:

- Commodities and contractual expenses may increase up to the extent necessary based on increased inflationary costs
- Elected officials and department heads will have a meeting scheduled with county administration and a Finance Committee member appointed by the Finance Committee Chairman to discuss the budget request
- The county administrator, Finance Committee, or Finance Committee member appointee may request additional information/supporting documentation for the need to increase costs
- A recommendation will be made by the county administrator to the Finance Committee
- Special Revenue Funds are asked to submit balanced operating budgets
- It is requested that the Property Committee revise the multi-year capital improvement plan
- Non-union employees will be considered for a general wage increase based upon the recommendation of the HR Committee

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

PASSED THIS 26TH DAY OF APRIL, 2022.

ATTEST:

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

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



**COMMITTEE REPORT**

F-23-18

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Transfer for the Community Development:

- Transfer \$1,000 from Appeal board Line Item (100-300-5208) to Legal Notices Line Item (100-300-5203)

WHEREAS, the transfer of funds is to allow for the proper legal notification for upcoming public hearings for the remainder of FY23.

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

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

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:

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




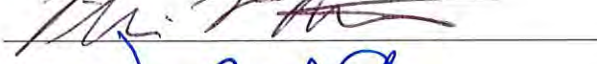
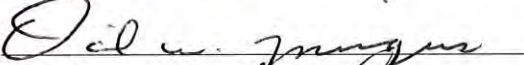

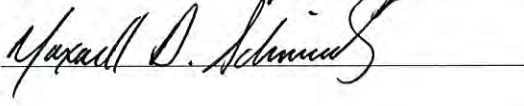


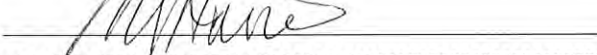
\_\_\_\_\_  
Tazewell County Board Chairman

**COMMITTEE REPORT**

F-23-19

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Transfer for the Community Development:

- Transfer \$600.00 from Building Inspections Line Item (100-300-5210) to Vehicle Maintenance Line Item (100-300-5320)

WHEREAS, the transfer of funds is to cover the cost of tire replacement and exhaust repair of the 2011 Ford Edge.

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

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

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:





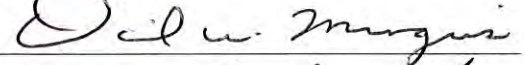

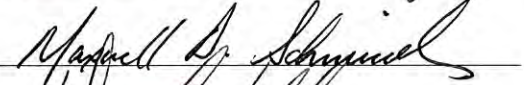

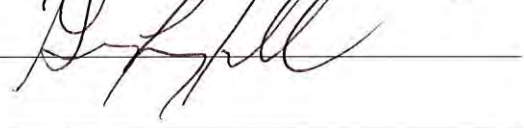
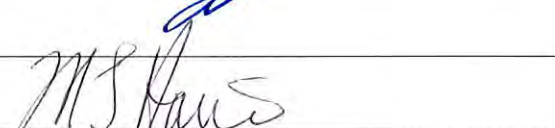
\_\_\_\_\_  
Tazewell County Clerk

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

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to approve the bid for Supreme Radio for twenty (20) Motorola radios for the Starcom system; and

WHEREAS, the bid includes a sole source letter for these products; and

WHEREAS, the bid is a total cost of \$56,305.40.

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

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

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:

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

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



QUOTE-2067869  
 Tazewell County Emergency  
 Management - APX 4000 Portables

Billing Address:  
 TAZEWELL COUNTY  
 21306 IL RTE 9  
 TREMONT, IL 61568  
 US

Quote Date:02/28/2023  
 Expiration Date:04/28/2023  
 Quote Created By:  
 Dave Lander  
 Solution Specialist  
 dlander@supremeradio.com  
 309-682-0831

End Customer:  
 TAZEWELL COUNTY  
 Dawn Cook  
 dcook@tazewell.-il.gov  
 309-478-5948

Contract: 36951 - TAZEWELL COUNTY,  
 IL  
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000			
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	20	\$2,755.35	\$55,107.00
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	20		
1b	QA02750AB	ALT: IMPRES LI-ION 2800MAH (PMNN4448)	20		
1c	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	20		
1d	H869CE	ENH: MULTIKEY	20		
1e	QA09008AA	ADD: GROUP SERVICES	20		
1f	QA00580AF	ADD: TDMA OPERATION	20		
1g	QA03399AA	ADD: ENHANCED DATA APX	20		
1h	Q629AM	ENH: AES ENCRYPTION AND ADP	20		
1i	Q887AT	ADD: 5Y ESSENTIAL SERVICE	20		



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2067869  
Tazewell County Emergency  
Management - APX 4000 Portables

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
2	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	20	\$59.92	\$1,198.40

Grand Total **\$56,305.40(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.




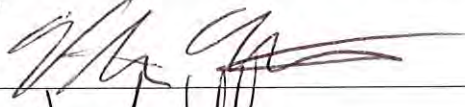

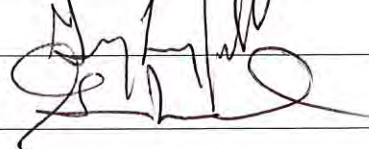

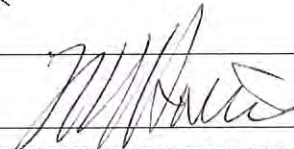
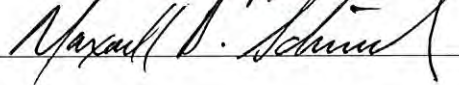
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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

<b>Purchase Order Checklist</b>	
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>	
<b>PO Number/ Contract Number</b>	
<b>PO Date</b>	
<b>Vendor = Motorola Solutions, Inc.</b>	
<b>Payment (Billing) Terms/ State Contract Number</b>	
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>	
<b>Bill-To Address</b>	
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>	
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>	
<b>PO Amount must be equal to or greater than Order Total</b>	
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>	
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>	
<b>Ship To Contact Name &amp; Phone #</b>	
<b>Tax Exemption Status</b>	
<b>Signatures (As required)</b>	

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to re-classify a position, Inspection Coordinator, to serve as the Community Development Chief Deputy; and

WHEREAS, this position is a Grade 16 FLSA Exempt position.

THEREFORE BE IT RESOLVED by the County Board that the Community Development Administrator be authorized to hire a Chief Deputy as the replacement hire of the Inspections Coordinator.

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

PASSED THIS 26<sup>th</sup> DAY OF April, 2023.

ATTEST:

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

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



## Tazewell County Job Description

**Job Title:** Chief Deputy  
**Department:** Community Development  
**Reports to:** Community Development Administrator  
**FLSA Status:** Exempt (40 hours)  
**Affiliation:** Non-Union  
**Grade:** 16  
**Prepared Date:** January 9, 2023

**SUMMARY:** This position is appointed by the Community Development Administrator and under the direct supervision & direction of the Community Development Administrator. The Chief Deputy has daily responsibility of the administration of the Community Development office and its duties while providing direct support to the Community Development Administrator. This position will also provide front line service to the public and provide direct technical support to the department.

**JOB RELATIONSHIP:** Under the direct supervision & direction of the Community Development Administrator.

**PRIMARY DUTIES AND RESPONSIBILITIES:** include the following. Other duties may be assigned to meet business needs.

- Answer a wide variety of building and zoning questions with accurate and cohesive information.
- Issue building and zoning permits.
- Process all permits issued by department.
- Provide non-structural review of building applications, building diagrams, and site plans.
- Process applications and track all code amendments, rezoning, special use, and variance cases as well as provide notifications for the Zoning Board of Appeals (ZBA), Land Use Committee, and the County Board.
- Process, track, and provide notifications for all administrative variance and administrative dwelling cases.
- Transcribe and distribute minutes from the ZBA hearings, Land Use Committee meetings, and any Plat Review meetings.
- Process and track proposed subdivisions including all notifications and transcription of Plat Review meeting minutes.
- Process and track erosion control and storm water permits including tracking of cash bonds and letters of credit.
- Process monthly bills and track budget expenditures.



- Work within the enforcement procedure process governed by state law, county ordinances, and departmental policies.
- Track and complete annual record disposal with the State of Illinois Local Records Archive Unit.
- Create and maintain the Geographic Information System (GIS) zoning and applicable layers as needed for department use including all spreadsheets.
- Assist the GIS Coordinator in the Assessments Office with applicable projects as needed.
- Prepare and process all 911 address applications including all notifications.
- Serve as the primary support to the Administrator for commercial construction certificates of occupancy for commercial construction.
- Serve as the department FOIA (Freedom of Information Act) Officer.
- Track and maintain storage room inventory.
- Monitor and update documents maintained on the Community Development website.
- Perform other assigned tasks as required.

**SUPERVISORY RESPONSIBILITIES:** include the following in the absence of the Administrator or assigned by the Administrator. Duties must be in accordance with the county's policies and applicable laws.

- Direct supervision of the Community Development Assistant, Permit Technician, Code Enforcement Officers, and all additional support staff.
- Assist with interviews and hiring recommendations.
- Train Community Development staff.
- Assign and direct work of Community Development staff.
- Assess job performance of Community Development staff and make recommendations rewards and discipline.
- Address complaints and resolve problems of Community Development staff.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and /or EXPERIENCE:**

- Bachelor's Degree in Public Administration or related field from an accredited college and at least four (4) year's supervisory experience or a combination of equivalent education and experience deemed acceptable by the Community Development Administrator
- Experience working in the Community Development field
- Experience working in the public sector
- Experience and comprehension of the FOIA statutes and the Open Meetings Act

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Thorough knowledge of all codes enforced by the Community Development office – the zoning code, subdivision ordinance, flood hazard ordinance, erosion sediment and storm water control ordinance, inoperable motor vehicle ordinance, wind farm ordinance, small wind energy ordinance, adult use ordinance, solar farm ordinance, Tazewell County building and property maintenance ordinance, adjudication hearing ordinance, and cannabis ordinance.
- Thorough knowledge and understanding of planning and zoning regulations
- Thorough knowledge and understanding of building and property maintenance regulations
- Proficient in reading and comprehension of legal descriptions and terminology pertaining to real estate and code interpretation
- Ability to handle to high level of stress due to deadlines, code enforcement, and a fast-paced environment with frequent interruptions
- Expert computer knowledge (Windows, Microsoft Word, Microsoft Excel, office-specific software including GIS database system) with a high degree of typing accuracy

**MATHEMATICAL SKILLS:** Ability to perform business arithmetic (add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals), statistical techniques (compute rate, ratio, and percent) as well as cash management principles and procedures.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

- International Property Maintenance Certification within one (1) year of hire
- Permit Technician Certification within one (1) year of hire
- Continued education related to GIS
- Complete annual training and maintain FOIA Officer status

**REASONING ABILITY:** Ability to carry out detailed written or oral instructions accurately with minimal supervision unless outside the scope of authority. Ability to use sound, independent judgement in problem solving and following instructions.

**LANGUAGE SKILLS:** Ability to read and comprehend legal descriptions and terminology pertaining to real estate and code interpretation. Ability to communicate effectively both in writing and conversation.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to sit; and talk; or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and stoop; kneel; or crouch. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distant vision and depth perception.

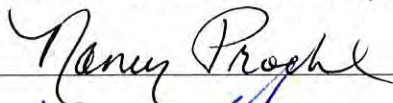




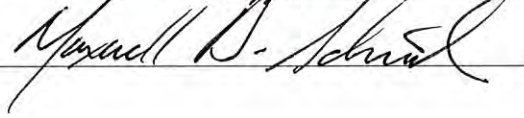
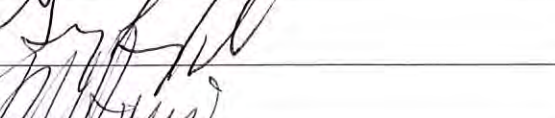


**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Usually, normal office working conditions. The noise level in the work environment is moderate.

*The preceding job description has been designed to indicate the general nature and essential duties and responsibilities of work performed by employees within this classification. It may not contain a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to do this job.*

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to re-classify a position, Permit Technician (1 of 2), to serve as the Community Development Assistant; and

WHEREAS, this position is a Grade 11 FLSA Non-Exempt, Union position.

THEREFORE BE IT RESOLVED by the County Board that the Community Development Administrator be authorized to hire a Community Development Assistant as a replacement hire of a Permit Technician (1 of 2).

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

PASSED THIS 26<sup>th</sup> DAY OF April, 2023.

ATTEST:

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

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



## Tazewell County Job Description

**Job Title:** Community Development Assistant  
**Department:** Community Development  
**Reports to:** Community Development Administrator  
**FLSA Status:** Non-Exempt  
**Affiliation:** Union – Administrative and Support Staff Employees Unit  
**Grade:** 11  
**Prepared Date:** August 30, 2022

**SUMMARY:** The Community Development Assistant serves in a dual capacity by providing front line service to the public (issuing building and zoning permits and answering a wide variety of building and zoning questions) and provides direct technical support to the Department to ensure that day to day activities are efficiently accomplished. The Community Development Assistant also provides direct support to the Community Development Administrator, Chief Deputy, Building Inspector and Code Enforcement Officer with the enforcement of primarily the Tazewell County Zoning Code, Tazewell County Building and Property Maintenance Code and Tazewell County Inoperable Motor Vehicle Ordinance.

**JOB RELATIONSHIP:** Under the direct supervision & direction of the Community Development Administrator.

**PRIMARY DUTIES AND RESPONSIBILITIES:** include the following. Other duties may be assigned to meet business needs.

- Primary point of contact for all Community Development inquiries.
- Accountable for nonstructural review of all building applications, site plans, and building diagrams.
- Processing all new construction permit applications, updating building permit data base, catalogs and files materials and records.
- Prepare and process all 911 Address Applications, including all notifications.
- Preparation of Monthly Building Report.
- Comprehensive knowledge and interpretation of federal, state, local laws, codes and regulations.
- Responsible for issuance of Certificates of Occupancy related to the Residential Building Code upon final inspection by the Building Inspector.
- Handling all monies and receipting related to all fees affiliated with the Department in addition to completing reports for all revenue generated on a monthly basis.

- Accountable for the interpretation of legal descriptions and mapping related issues.
- Perform other assigned tasks as required.

**SUPERVISORY RESPONSIBILITIES:** there are no supervisory duties.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and /or EXPERIENCE:**

- High School Diploma or equivalent with more than two (2) years' experience in public service or a combination of equivalent education and experience deemed acceptable by the Community Development Administrator
- Background in real estate, legal descriptions, experience in related field such as inspections, code compliance, construction, planning and zoning
- Experience working in an office setting

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Be able to handle high degree of stress due to deadlines, code enforcement and a fast paced environment with frequent interruptions
- Be proficient in the following: reading and comprehending legal descriptions, legal terminology pertaining to real estate and code interpretation
- Ability to communicate effectively verbally and in writing
- Business arithmetic and statistical techniques and record keeping and cash management principals and procedures
- Typing skills with a very high degree of accuracy
- Must possess skill in Windows, Microsoft Word, spreadsheets, and other comparable software to include Geographic Information System (GIS) database
- Working knowledge of the FOIA statutes and the Open Meetings Act helpful

**MATHEMATICAL SKILLS:** Ability to perform business arithmetic (add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals) and statistical techniques (compute rate, ratio, and percent).

**CERTIFICATES, LICENSES, REGISTRATIONS:**

- International Property Maintenance Certification within one (1) year of hire

**REASONING ABILITY:** Ability to carry out detailed written, oral or diagram instructions accurately with minimal supervision unless outside the scope of authority. Ability to use sound, independent judgement in problem solving and following instructions.

**LANGUAGE SKILLS:** Ability to read and comprehend simple to complex instructions, short to long correspondence, and memos. Ability to communicate effectively both in writing and conversation. Ability to effectively present information in one-on-one and small group situations to the general public and other employees of the organization. Ability in dealing professionally with the general public.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee exerts up to 10 pounds of force occasionally or a negligible amount of force frequently to lift, carry, push, and pull or otherwise move objects. Ascends or descends ladders, stairs, scaffolding, ramps, poles, and the like, using feet and legs or hands and arms. Bending body downward and forward by bending spine at the waist, requiring full use of the lower extremities and back muscles. Bending legs and knees to come to rest on knee or knees. Bending body downward or forward by bending legs and spine. Reaching, extending hand(s) in any direction. Handling, seizing, holding, grasping, turning, or otherwise working with hand(s). Work primary with fingers rather than with the whole hand or arm.

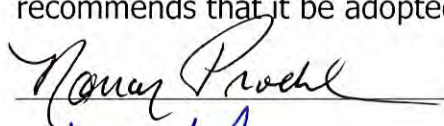

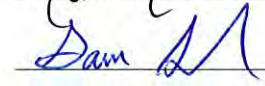
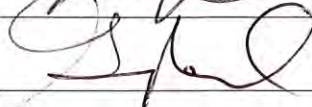

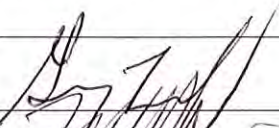
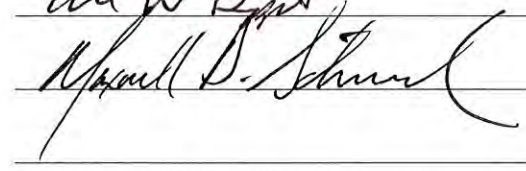
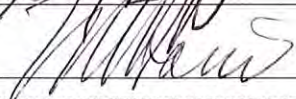
**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Usually, normal office working conditions. The noise level in the work environment is moderate.

*The preceding job description has been designed to indicate the general nature and essential duties and responsibilities of work performed by employees within this classification. It may not contain a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to do this job.*

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to re-classify a position, Permit Technician (2 of 2), to serve as the Community Development Code Enforcement Officer; and

THEREFORE BE IT RESOLVED by the County Board that the Community Development Administrator be authorized to hire a Code Enforcement Officer as a replacement hire of a Permit Technician (2 of 2).

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

PASSED THIS 26<sup>th</sup> DAY OF April, 2023.

ATTEST:

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

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





## Tazewell County Job Description

**Job Title:** Code Enforcement Officer  
**Department:** Community Development  
**Reports to:** Community Development Administrator  
**Affiliation:** Union-Teamsters Unit B  
**Grade:** 12  
**Prepared Date:** August 30, 2022

**JOB SUMMARY:** The Community Development Code Enforcement Officer serves in a dual capacity by providing front line service to the public (issuing building and zoning permits and answering a wide variety of building and zoning questions) and provides direct technical support to the Department to ensure that day to day activities are efficiently fulfilled. The Code Enforcement Officer provides direct support to the Community Development Administrator and Building Inspector **while also independently conducting necessary inspections to ensure compliance with the;** Tazewell County Zoning Code, Tazewell County Building and Property Maintenance Code and Tazewell and County Inoperable and Unlicensed Motor Vehicle Ordinance.

**PRIMARY DUTIES AND RESPONSIBILITIES:** include the following. Other duties may be assigned to meet business needs.

- Updates building permit data base, catalogs and files materials and records.
- Provides technical assistance and is the primary support person to the Building Inspector.
- **Independently conducts inspection related to nonstructural Zoning Permits.**
- Responds to the public by determining what complaints are a violation of ordinances enforced and determines if a complaint is valid before conducting required inspections.
- **Independently conducts inspections to determine compliance with the Tazewell County Zoning Code, International Property Maintenance Code and Inoperable and Unlicensed Motor Vehicle Ordinance of Tazewell County.**
- Prepares Notice of Violations and Notice to Appear and distributes to complainants upon investigation.
- Preparation of code enforcement files and correspondence, and coordinates adjudication hearing docket.
- Preparation and filing of code related liens with the Records Office upon Final Orders issued by the Hearing Officer. Includes tracking payment and non-payment of fines issued by the Hearing Officer.

- Comprehensive knowledge and interpretation of federal, state, local laws, codes and regulations.
- Accountable for the interpretation of legal descriptions and mapping related issues.
- Cross training of all duties of capable of fulfilling all responsibilities of the Community Development Assistant in their absence.

**SUPERVISORY RESPONSIBILITIES:**

- No supervisory duties.

**QUALIFICATIONS:**

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. **The employee must be able to map route and independently and efficiently traverse the County to conduct necessary inspections. The individual must have the ability to communicate and reason with the public under all circumstances and a variety of scenarios.**

**EDUCATION and /or EXPERIENCE:**

- High school diploma or equivalent with more than two (2) years' experience in building code, property maintenance.
- Be able to handle high degree of stress due to deadlines, code enforcement and a fast paced environment with frequent interruptions.
- Be proficient in the following: reading and comprehending legal descriptions, legal terminology pertaining to real estate and code interpretation.
- Ability to communicate effectively verbally and in writing.
- Business arithmetic and statistical techniques and record keeping and cash management principals and procedures.
- Typing skills with a very high degree of accuracy.
- Must possess skill in Windows, Microsoft Word, spreadsheets, and other comparable software to include Geographic Information System (GIS) database.
- Background in real estate, legal descriptions, experience in related field such as inspections, code compliance, construction, planning and zoning.
- Working knowledge of the FOIA statutes and the Open Meetings Act helpful.

**MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

#### **CERTIFICATES, LICENSES, REGISTRATIONS:**

- International Property Maintenance Certification within one year from the date of hire.

#### **REASONING ABILITY:**

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to use sound independent judgment in problem solving and following instructions accurately with minimal supervision yet recognize the limitation of authority and responsibilities.

#### **LANGUAGE SKILLS:**

- Ability to read and comprehend simple to complex instructions, short to long correspondence, and memos. Ability to write simple to complex correspondence. Ability to effectively present information in one-on-one and small group situations to the general public and other employees of the organization. Ability in dealing professionally with the general public.

#### **PHYSICAL DEMANDS:**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee exerts up to 10 pounds of force occasionally or a negligible amount of force frequently to lift, carry, push, and pull or otherwise move objects. Ascends or descends ladders, stairs, scaffolding, ramps, poles, and the like, using feet and legs or hands and arms. Bending body downward and forward by bending spine at the waist, requiring full use of the lower extremities and back muscles. Bending legs and knees to come to rest on knee or knees. Bending body downward or forward by bending legs and spine. Reaching, extending hand(s) in any direction. Handling, seizing, holding, grasping, turning, or otherwise working with hand(s). Work primary with fingers rather than with the whole hand or arm.

#### **WORK ENVIRONMENT:**

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. **This position will require the employee to regularly work outdoors, sometimes in inclement or undesirable conditions, in order to adequately fulfill the requirements of the position.** Normal office working conditions. The noise level in the work environment is moderate.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

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**RESOLUTION**

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the Release and Settlement Agreement for \$125,000 as presented; and

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

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

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:

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

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

## RELEASE AND SETTLEMENT AGREEMENT

This release and settlement agreement memorializes the agreement reached on March 23, 2023 by [REDACTED], and on behalf of the Survivors (“Plaintiff”) and Tazewell County, Illinois (“the County”).

### RECITALS

Plaintiff filed a lawsuit in the United States District Court for the Central District of Illinois, Case No. 20-cv-1386-JES-JEH (referred to as the “Lawsuit”) against, among other persons, Tazewell County, Tazewell County Sheriff [REDACTED] (in his official capacity), and some of their employees (collectively referred to as the “County Defendants”). Plaintiff’s claims against the County Defendants arise out of the detention and death of [REDACTED] in Tazewell County on November 10, 2019, as is more fully described in Plaintiff’s Complaint (Doc. 42).

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

The Parties negotiated through their respective attorneys and reached settlement on March 23, 2023 on the terms contained in this Agreement:

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

2.0 RELEASE OF CLAIMS AGAINST THE COUNTY DEFENDANTS. In exchange for the payment identified in paragraph 3, which will be made subject to paragraph 4, Plaintiff does hereby on behalf of the Estate, survivors and next kin of [REDACTED], herself, her spouse and next of kin, and predecessors or successors in interest of the Estate and herself, release, acquit, and forever discharge the any remaining individual County Defendants, the County, the Sheriff, and all their other current and former employees, agents, affiliated and related entities, elected and appointed officials and Board members, primary and excess insurers, including the Illinois Counties Risk Management Trust (ICRMT), and any of its subsidiaries, affiliates, joint ventures, parent companies, predecessors-in-interest, successors-in-interest, assigns, as well as past and present principals, executors, directors, partners, members, board members, trustees, agents, attorneys, employees, successors, servants, shareholders, heirs, and volunteers (hereinafter collectively referred to as the "Releasees") from any and all claims, causes of action, demands, rights, damages, expenses and compensation whatsoever, on account of or in any way related to or growing out of any and all injuries, known or unknown, present or which may be discovered at a future date, arising out of [REDACTED] detention and death in Tazewell County on November 10, 2019.

2.1 Plaintiff agrees that the release described in paragraph 2.0 covers claims and causes of action against the Releasees for any form of damages, whether compensatory, punitive, statutory, or otherwise, and includes claims and causes of action for all forms of costs, fees (including attorney's fees), or expenses, which have accrued against the

Releasees as a result of [REDACTED] detention and death in Tazewell County on November 10, 2019.

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

2.3 The Parties agree that the term "Releasees" as defined in paragraph 2.0 and used in this Agreement shall not and does not include defendants [REDACTED], H.I.G. Capital, LLC, Wellpath (f/k/a Correct Care Solutions), or any of its current or former employees, agents, attorneys, insurers, predecessors, or successors in interest, and assigns.

3. PAYMENT. In exchange for the releases and agreements set forth in this Agreement, Tazewell County, by its insurer, ICRMT, shall pay Plaintiff \$125,000 (One hundred twenty-five thousand dollars) no later than fourteen days after all contingencies set forth in paragraph 4 are met. Payment will be made by check payable to Meyer & Kiss, LLC and the [REDACTED] and delivered to Plaintiff's attorneys Meyer & Kiss, LLC, 311 Stratford Drive, Peoria, IL 61614.

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

(a) Final approval of this settlement and Agreement by the Tazewell County Board at its first regularly scheduled monthly meeting after Plaintiff executes this Agreement. The County Board is scheduled to meet on the last Wednesday of each month. With this in mind, the Parties' attorneys intend to place this Agreement on the agenda of

the County Board's April 26, 2023 meeting for final approval.

(b) Final order approving this settlement and Agreement entered by the probate division of the Illinois circuit court having jurisdiction over the [REDACTED]

(c) Final order entered by the U.S. District Court for the Central District of Illinois (the "Court") finding that the settlement and this Agreement between the Parties was or has been made in good faith.

5. NO ADMISSION OF WRONGDOING. Plaintiff understands and agrees that this Agreement was reached to settle and compromise uncertain and disputed claims, and that this Agreement and the payment made under this Agreement is not to be construed as an admission of any fault, wrongdoing, or liability on the part of the County Defendants or any of the Releasees. The County Defendants and Releasees expressly deny any fault, wrongdoing, or liability with respect to [REDACTED] detention and death in Tazewell County on November 10, 2019, and intend merely to avoid the costs, uncertainty, and burden of further litigation in this matter. Plaintiff agrees that this Agreement is not and shall not be construed as evidence of or an admission by the County Defendants or any of the other Releasees that any claim or fact alleged by Plaintiff is true or correct. Neither this Release nor any of its terms shall be offered or received in evidence in any other action or proceeding or used in any manner whatsoever by Plaintiff or any third party as an admission or concession of liability or wrongdoing on behalf of the County Defendants or any of the other Releasees.

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



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

7. ATTORNEYS' FEES AND COSTS. The payment made to Plaintiff under this Agreement is in full and final settlement and satisfaction of all claims against the County Defendants and Releasees, expressly including any and all of Plaintiff's attorneys' fees and costs associated with those claims, including costs related to the negotiation and execution of this Agreement. The payment identified in paragraph 3 fully satisfies any obligation or lien that the County Defendants or Releasees may have to Meyer & Kiss, LLC; The Law Office of Jeff Green, and any attorney or associate of those firms, or any other attorney or law firm that may have concurrently or previously represented Plaintiff in connection with the claims against the County Defendants, for attorneys' fees and costs, including costs related to the negotiation and execution of this release. The Parties agree that each Party shall bear their respective costs, including any costs associated with experts and attorneys, and including costs related to the negotiation and execution of this Agreement.

8. INDEMNITY AND HOLD HARMLESS. Plaintiff agrees to indemnify and hold harmless the County Defendants and the Releasees, from any and all costs, fees, liens, bills, expenses, liabilities, and losses, which might be incurred as a result of any outstanding medical bills or expenses or rights of reimbursements arising before or out of [REDACTED] [REDACTED] detention and death in Tazewell County on November 10, 2019.

Further, Plaintiff declares that she will hold harmless and indemnify the County Defendants and the Releasees from any and all costs, fees, liabilities and losses which might be incurred by indemnities as a result of any outstanding liens (medical,

attorney's or other) or rights of reimbursements arising out of [REDACTED] detention and death in Tazewell County on November 10, 2019.

Further, Plaintiff warrants that she, as Personal Representative of the [REDACTED] [REDACTED] is the sole owner of the rights and claims asserted against the County Defendants in this Lawsuit, and that she has made no assignment of any of these rights and claims to anyone, including any family member or other persons who may make a claim against the County Defendants or any of the Releasees for money spent on her behalf for damages she allegedly suffered in connection with [REDACTED] detention and death in Tazewell County on November 10, 2019.

9. TAX INDEMNIFICATION. Plaintiff acknowledges that no representation has been made by the County Defendants as to the appropriate tax treatment of any payments made to Plaintiff or her attorneys under this Agreement. Further, Plaintiff agrees that she shall be solely responsible for, and promises and agrees to pay, any income or other taxes, interest or penalties owed with respect to the payments referred to in this Agreement, and will indemnify and hold harmless the County Defendants and Releasees from and against any interest, penalties or taxes as a result of Plaintiff's failure to report and pay any taxes due on any of the payments.

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

11. ENTIRE AGREEMENT. The Parties agree that all of the terms, conditions, covenants, promises, and warranties by and between the Parties are contained in this Agreement. Any prior agreements, negotiations, representations, covenants, promises and warranties concerning Plaintiff's claims against the County Defendants are

merged into this Agreement. If any provision or part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute or ordinance, then the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.

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

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

[Remainder of this page intentionally left blank]

Plaintiff [REDACTED]

[REDACTED] and on behalf of the Survivors, by execution of this Agreement, represents that she has read the entire document before affixing her signature thereto, that she had an opportunity to and did consult with her attorneys prior to the execution thereof, that she fully understands the terms and conditions of this Agreement and is voluntarily and freely executing this Agreement in consideration of the mutual covenants and promises made therein, and that no additional promises, consideration, or payment has been promised to her for executing and signing this Agreement.

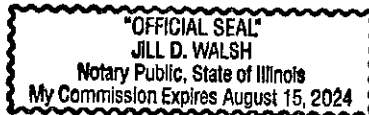
AGREED:

[REDACTED]

Date:

On this 3<sup>rd</sup> day of April, 2023, Liberty Binegar appeared personally before me and is known to me to be the person described herein and executed the foregoing Agreement and acknowledged that she did so freely and voluntarily.

By: Jill D. Walsh  
Notary Public



Tazewell County, Illinois,

By: \_\_\_\_\_

David Zimmerman, County Board Chairman

As attested by:

John C. Ackerman, Tazewell County Clerk & Recorder

Date:

**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:

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**RESOLUTION**

WHEREAS, an Energy Transition Community Grant Program has been created through the Illinois Department of Commerce and Economic Opportunity to promote economic development to communities that are in an area with a closure or reduced operation of a fossil fuel power plant, coal mine, or nuclear plant; and

WHEREAS, the Powerton Station located in the unincorporated area of Tazewell County is scheduled to close in 2028, which qualifies Tazewell County as the host entity for the grant; and

WHEREAS, under current law and subject to appropriation, new funding opportunities for this program for the Powerton Station will be available to Tazewell County annually up to 2034; and

WHEREAS, Tazewell County has been awarded \$461,827 for Phase 1; and

WHEREAS, Tazewell County has solicited community input and consultation with a diverse set of stakeholders, including, but not limited to Regional Planning Councils, economic development organizations, low-income or environmental justice communities, educational institutions, elected and appointed officials, organizations representing workers, and other relevant organizations; and

WHEREAS, the anticipated start date for the award is July1, 2023, with the period of performance expected to be one to three years, but may exceed this if needed for a proposed eligible use of grant funds; and

WHEREAS, the Executive Committee recommends to the County Board to approve the following grant award amounts:

- \$60,000 Greater Peoria Economic Development Council: Broadband Feasibility Study
- \$50,000 Tazewell County Resource Center: Renovations restrooms and elevator system
- \$79,827 Tazewell County Health Department: Mental Health Planner
- \$57,000 Tazewell County Health Department: Radon Mitigation Systems and Lung Screenings

- \$100,000 Habitat for Humanity: Demolition of Former Gardens Nursing Home in East Peoria for residential construction
- \$25,000 Greater Peoria Economic Development Council: Accelerated Business Engagement Business Manager
- \$90,000 Morton EDC: SmartStart Business Development Platform

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

BE IT FURTHER RESOLVED that the County Board Chairman or County Administrator is authorized to execute and submit all documents necessary for the grant applications.

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

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:

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

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

## Energy Transition Community Grant Stakeholder Submittals

### One-Time Expenses

Organization	Amount	Title	Description
Tazewell County Health Department	\$65,000	Used Refrigerated Van Purchase	Purchase would assist TCHD in food security programs. TCHD has partnered to assist with collection of fresh produce for food pantries. Would also support emergency food delivery and recovery.
Tazewell County Health Department	\$57,000	Lung Health Support	Lung and bronchus cancer death rates in Tazewell County are 1.88 and 2 times that of the State. Funds would support the following related initiatives: 1. Radon Mitigation Systems (\$45k over three years) 2. Low Dose Lung Screens (\$4k-\$12k over three years)
Greater Peoria Economic Development Council	\$200,000	Revolving Loan Fund	To reinstate the business loan program previously in place in Tazewell County that had used IL Community Development Block Grant funds before the State ended the program.
Greater Peoria Economic Development Council	\$50,000	Business Attraction Industrial Marketing Fund	Funds controlled by Tazewell to allow regional partners to engage in activities that promote industrial investment (e.g. paid advertising in trade magazines, conducting environmental analyses of target properties, funding site selector visits, videos, websites, etc.)
Greater Peoria Economic Development Council	\$60,000	Broadband Feasibility Study	Match funding secured by GPEDC to conduct study of areas where service is less than adequate and provide information to allow for implementation of best solutions. Report can be used by providers in the pursuit of state and federal funding opportunities.
Habitat for Humanity	\$200,000	Demolition of Former East Peoria Gardens Nursing Home	Fund abatement and demolition of the building that is in bad condition. City of East Peoria is willing to provide the land. Six affordable homes could be built on the site.
TCRC, Inc.	\$50,000	Renovation of Newly Acquired Facility	The Busey Bank building in Downtown Pekin is being acquired for their employment services program. \$250k is needed for renovations to add restrooms on the main level and upgrade the elevator system.

## Energy Transition Community Grant Stakeholder Submittals

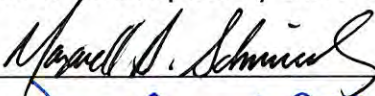
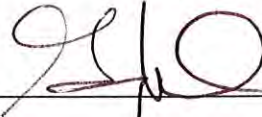

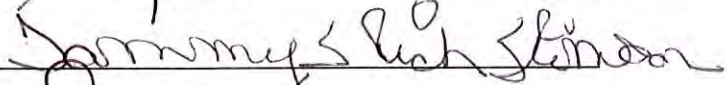
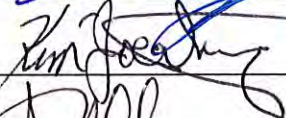
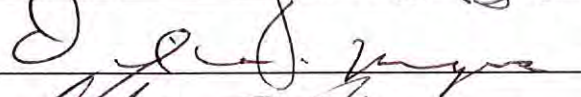
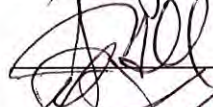
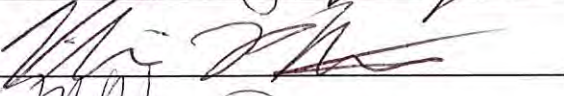
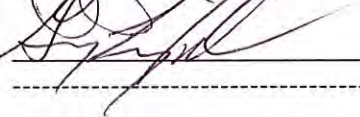
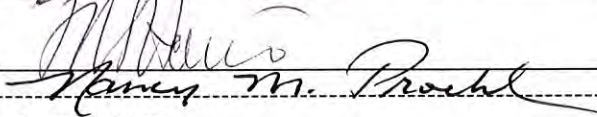
### Ongoing Expenses

Organization	Amount	Title	Description
Tazewell County Health Department	\$65,000 - 1st year \$35,000 - 2nd year	Mental Health Planner/Health Educator Position	Position would build opportunities for collaboration and alignment of work among organizations and citizens around mental health services. Would contribute in the areas of awareness/education and screening. \$65k requested in 1st year, \$35k in 2nd year, and TCHD would cover costs for subsequent years.
Greater Peoria Economic Development Council	\$25,000/year	Accelerated Business Engagement	Put toward hiring full-time business engagement manager. Focus would be to meet with 100+ companies regionally each year. Similar request made of Peoria County.
Greater Peoria Economic Development Council	\$25k-50k/year	Operational Support of Distillery Labs	Distillery Labs is 53k sq. ft. facility in downtown Peoria that has received \$12 million in funding to renovate the region's startup ecosystem. Continued corporate and government support is needed for operating costs.
Morton Economic Development Council	\$75k-\$90k/year	SmartStart Business Development Platform	Online platform that targets assisting entrepreneurs and small business owners, as presented in the March Executive Committee. Walks people through starting a business as well as providing engagement, workshops, and networking.
Prairie State Legal Services	Up to \$100k/year	Attorney Costs for Free Legal Aid Services	Provide free services in a variety of civil legal areas, including medial (disability benefits), workforce development (overcoming barriers to employment), and housing stability (threats of eviction, foreclosure, contract issues.) Services are typically provided to those under the 200% federal poverty level.



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 Second Amendment of our Constitution clearly states, "the right of the people to keep and bear arms shall not be infringed."; and

WHEREAS, Tazewell County Sheriff Jeff Lower issued a Constitutional Statement affirming in part, "I recognize a significant principle underlying the Second Amendment: the right to keep and bear arms is indispensable to the existence of a free society."; and

WHEREAS, the Sheriff's Constitutional Statement further states, "As your elected Sheriff, I pledge to do everything within my power to steadfastly protect the Second Amendment and all other individual rights guaranteed by the Constitution."

THEREFORE BE IT RESOLVED that the County Board commends and supports Sheriff Jeff Lower in his commitment to the Second Amendment.

PASSED THIS 26<sup>th</sup> DAY OF April, 2023.

ATTEST:

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

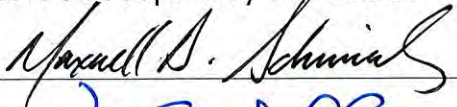

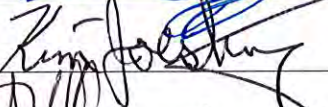
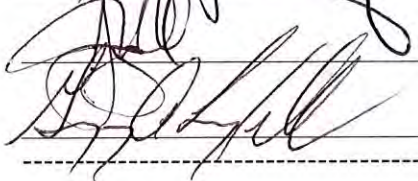
\_\_\_\_\_  
Tazewell County Board Chairman

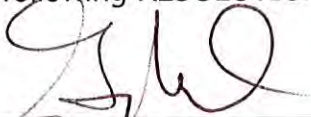
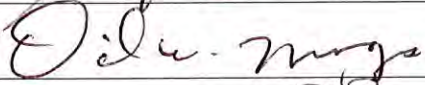
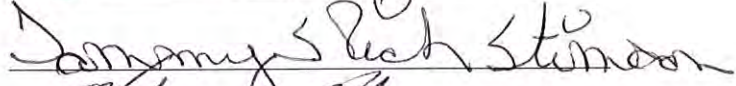


**COMMITTEE REPORT**

E-23-56

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the twelfth invoice to Kenyon & Associates for the design and construction engineering for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$996.44; and

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

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

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

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:

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

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



**INVOICE**  
NO. 13411

**TO:**  
Tazewell County - Dave Zimmerman  
Jim Cummings, Greater Peoria Ec. Dev. Council  
401 NE Jefferson Ave.  
Peoria, IL 61603

**DATE:** April 5, 2023

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

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

BASIC SERVICES FEE BREAKDOWN

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

WORK COMPLETED TO DATE

Construction Documents - 100%	\$23,100.00
Construction Administration - 40%	<u>3,960.00</u>

\$27,060.00

Less Previous Invoices	<u>26,070.00</u>
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Balance Due		\$ 990.00
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REIMBURSABLES

Mileage	<u>19.89</u>	6.44
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TOTAL DUE		<u>\$ 996.44</u>
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**TAZEWELL COUNTY ACCESSIBILITY UPGRADES  
AT VARIOUS BUILDINGS GRANT #18-248591**

**SCOPE OF SERVICES TO DATE**

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

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

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

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

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

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

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

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

Invoice #13227 - October 6, 2021 - \$1,155.00

Construction documents continue to be advanced to completion along with the specifications.

Invoice #13232 - November 4, 2021 - \$1,155.00

Engineer's drawings have been reviewed. They are at 95% completion along with their specifications. Architect's drawings are at 95% completion and the specification manual is currently being assembled.

Invoice #13238 - December 7, 2021 - \$2,310.00

Construction Documents are at 95% complete and the specification manual is being worked on to coordinate it with the drawings. Engineer's drawings and specifications are 95% complete.

Invoice #13258 - February 7, 2022 - \$2,310.00

100% of drawings are complete along with the specification manual. A final meeting has been held with the Grant Coordinator and bid dates have been established. The drawings are being sent out to the area townships to review the drawings and then the drawings will be sent out to area contractors to begin bidding.

Invoice #13357 - December 6, 2022 - \$2,225.38 (Basic Services \$1,485.00; Reimbursables \$740.38)

Project has been issued for bidding. Addenda have been written and issued. The bid opening was completed. Since bid opening, work has been done on negotiating with the low bid contractor and contracts have begun to be written as a Notice of Award letter has been issued and signed. Drawing and specification printing reimbursement is being requested for this billing period.

Invoice #13365 - January 9, 2023 - \$586.95 (Basic Services \$495.00; Reimbursables \$91.95)

The current hours that have been invoiced reflect time spent on filling out the contracts and associated attachments.

Invoice #13395 - March 7, 2023 - \$1,064.99 (Basic Services; \$990.00; Reimbursables \$74.99)

Kenyon Associates has been involved in a pre-construction meeting with the contractors and the Grant Coordinator. We have been doing shop drawing review for the various products which will be used during construction.

Invoice #13411 - April 5, 2023 - \$996.44 (Basic Services \$990.00; Reimbursables \$6.44)

We have conducted the Pre-Construction Meeting with Jim Cummings. We have reviewed and returned all shop drawings to the Contractor. The construction work has begun, and we have issued one (1) deduct change order to the project. We have had multiple contractor phone calls regarding project coordination.

		PD
Basic Services Fec	\$33,000.00	
Invoice #13194	<u>2,079.00</u>	8/4/21
	\$30,921.00	
Invoice #13200	<u>4,851.00</u>	8/23/21
	\$26,070.00	
Invoice #13207	<u>6,930.00</u>	9/23/21
	\$19,140.00	
Invoice #13216	<u>2,310.00</u>	10/20/21
	\$16,830.00	

Page 3  
Scope of Services to Date

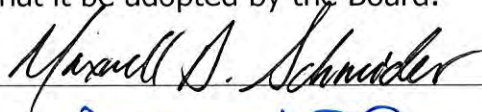
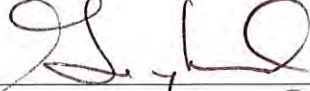
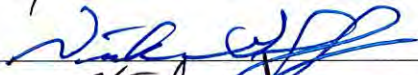


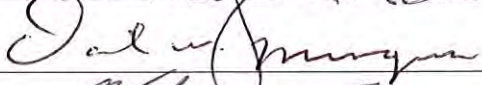




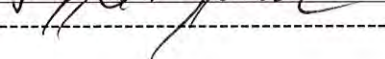
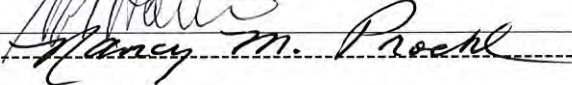
		PD
Invoice #13227	<u>1,155.00</u> \$15,675.00	11/15/21
Invoice #13232	<u>1,155.00</u> \$14,520.00	12/2/21
Invoice #13238	<u>2,310.00</u> \$12,210.00	1/6/22
Invoice #13258	<u>2,310.00</u> \$ 9,900.00	3/10/22
Invoice #13357	<u>1,485.00</u> \$ 8,415.00	2/13/23
Invoice #13365	<u>495.00</u> \$ 7,920.00	2/13/23
Invoice #13395	<u>990.00</u> \$ 6,930.00	
Invoice #13411	<u>990.00</u> \$ 5,940.00	

**Kenyon and Associates Architects, Inc.**  
6824 N. Frostwood Parkway  
Peoria, IL 61615  
309 674-7121  
[kenyon@kenyonarchitects.com](mailto:kenyon@kenyonarchitects.com)

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the first invoice of Bishop Bros., Inc., for the ADA compliant improvements for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$82,908.90; and

WHEREAS, the contract was awarded by the Tazewell County Board in April 2023 for the total amount of \$303,662.00.

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

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

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:

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

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



**CERTIFICATE OF APPROVAL OF PAYMENT**

DATE: April 12, 2023

AMOUNT OF THIS CERTIFICATE:

\$ 82,908.90

Certificate No. One

Contract Price \$ 303,662.00

Extra Work \$ -0-

Total \$ 303,662.00

Deductions \$ 6,813.00

Balance \$ 296,849.00

Total Former Certificates \$ -0-

Present Certificate \$ 82,908.90

Total \$ 82,908.90

Balance Including 10% Retainage \$ 213,940.10

10% Retainage Withheld to Date \$ 9,212.10

Remarks:

Job #: 2712-20

TO: Tazewell County  
11 South Fourth Street  
Pekin, IL 61554

CONTRACTOR:  
Bishop Brothers, Inc.

FOR: Tazewell County Accessibility Improvements  
at Various Locations

Based on visits to the job site and this Contractor's application for payment, the Architect certifies for payment the following amount on the basis of observation and data comprising the application for payment and pursuant to the terms of the contract.

Amount: Eighty-two thousand nine hundred eight and 90/100ths DOLLARS

BY: Tom Gordon  
KENYON AND ASSOCIATES ARCHITECTS, INC.

\*\*\*\*\*  
To be signed by the Contractor:

I have received the within amount of this Certificate.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date



# Application and Certificate for Payment

**TO OWNER:** Tazewell County  
11 South Fourth Street  
Pekin, IL 61554

**PROJECT:**  
Tazewell County ADA

**APPLICATION NO:** 1

**PERIOD TO:** 4/7/23

**CONTRACT FOR:** General

**CONTRACT DATE:**

**PROJECT NOS:**

**Distribution to:**

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

**FROM CONTRACTOR:**

Bishop Bros., Inc.  
PO BOX 3854  
PEORIA, IL 61612-2854

**VIA ARCHITECT:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	303,662.00
2. Net change by Change Orders	\$	-6,813.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	296,849.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	92,121.00
<b>5. RETAINAGE:</b>		
a. 10.0 % of Completed Work (Column D + E) on G703	\$	9,212.10
b. 10.0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	9,212.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	82,908.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	82,908.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	213,940.10

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work Covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: Bishop Bros., Inc.

Date: 4/10/23

State of: Illinois  
County of: Peoria

Subscribed and sworn to before me this 10 day of April 2023

Notary Public: [Signature]  
My Commission expires: 11-12-24



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 82,908.90

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: Tom Gordon

Date: 4/11/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 6,813.00
TOTALS	\$ 0.00	\$ 6,813.00
NET CHANGES by Change Order	\$	-6,813.00

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AIA Continuation G703

JobId: 22025  
Tazewell County ADA

Application no.: 1  
Application date: 3/24/23  
Period to: 3/24/23  
Architect's project no.:

Item No.	Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	E Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
1	GENERAL (BBI)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
2	Bonds & Insurance	4,810.00	0.00	3,280.00	0.00	3,280.00	68	1,530.00	328.00
3	Office Maintenance	4,000.00	0.00	1,000.00	0.00	1,000.00	25	3,000.00	100.00
4	Overhead & Profit	30,366.00	0.00	8,500.00	0.00	8,500.00	28	21,866.00	850.00
5	SUPERVISION	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
6	Marguette Heigh City Hall	1,200.00	0.00	0.00	0.00	0.00	0	1,200.00	0.00
7	Creve Coe Vill Hall	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
8	Minier Vill Hall	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
9	Taze Count Court Hous	600.00	0.00	0.00	0.00	0.00	0	600.00	0.00
10	Taze Count Res. Center	1,000.00	0.00	0.00	0.00	0.00	0	1,000.00	0.00
11	Taze Count Healt Dep	2,000.00	0.00	1,400.00	0.00	1,400.00	70	600.00	140.00
12	Armington Vill Hall	1,000.00	0.00	1,000.00	0.00	1,000.00	100	0.00	100.00
13	Hittle Township	500.00	0.00	500.00	0.00	500.00	100	0.00	50.00
14	Deiavan City Hall	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
15	MeKenzie Building	2,000.00	0.00	300.00	0.00	300.00	15	1,700.00	30.00
16	Mackinaw Township	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
17	Mackinaw Community Center	1,500.00	0.00	800.00	0.00	800.00	53	700.00	80.00
18	DUMPSTERS	800.00	0.00	400.00	0.00	400.00	50	400.00	40.00
19	HANDRIAL (H3) Armington	2,279.00	0.00	2,279.00	0.00	2,279.00	100	0.00	227.90
20	GENERAL TRADE	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
<b>Page Totals</b>		<b>54,055.00</b>	<b>0.00</b>	<b>19,459.00</b>	<b>0.00</b>	<b>19,459.00</b>	<b>36</b>	<b>34,596.00</b>	<b>1,945.90</b>

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AIA Continuation G703

JobId: 22025  
Tazewell County ADA

Application no.: 1  
Application date: 3/24/23  
Period to: 3/24/23  
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
21	Marquette Height City Hall Mat	540.00	0.00	0.00	0.00	0.00	0	540.00	0.00
22	Marquette Height City Hall Lab	5,000.00	0.00	0.00	0.00	0.00	0	5,000.00	0.00
23	Creve Coeur Vill Hall Mat	140.00	0.00	0.00	0.00	0.00	0	140.00	0.00
24	Creve Coeur Vill Hall Lab	1,000.00	0.00	0.00	0.00	0.00	0	1,000.00	0.00
25	Minier Vill Hall Lab	640.00	0.00	0.00	0.00	0.00	0	640.00	0.00
26	Taze Cou Court Hous Mat	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
27	Taze Cou Court Hous Lab	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
28	Taze Cou Resou Cen Mat	200.00	0.00	0.00	0.00	0.00	0	200.00	0.00
29	Taze Cou Resou Cent Lab	1,200.00	0.00	0.00	0.00	0.00	0	1,200.00	0.00
30	Taze Cou Healt Dep Mat	3,000.00	0.00	3,000.00	0.00	3,000.00	100	0.00	300.00
31	Taze Cou Healt Dep Lab	13,630.00	0.00	10,000.00	0.00	10,000.00	73	3,630.00	1,000.00
32	Armington Vill Hall Mat	3,720.00	0.00	3,720.00	0.00	3,720.00	100	0.00	372.00
33	Armington Vill Hall Lab	9,024.00	0.00	9,024.00	0.00	9,024.00	100	0.00	902.40
34	McKenzie Building Mat	1,000.00	0.00	500.00	0.00	500.00	50	500.00	50.00
35	McKenzie Building Lab	7,280.00	0.00	1,000.00	0.00	1,000.00	14	6,280.00	100.00
36	Mackinaw Township Mat	220.00	0.00	0.00	0.00	0.00	0	220.00	0.00
37	Mackinaw Township Lab	720.00	0.00	0.00	0.00	0.00	0	720.00	0.00
38	Mackinaw Comm Cent Mat	3,300.00	0.00	2,800.00	0.00	2,800.00	85	500.00	280.00
39	Mackinaw Comm Cent Lab	7,050.00	0.00	4,500.00	0.00	4,500.00	64	2,550.00	450.00
40	Hittle Township Mat	1,440.00	0.00	1,440.00	0.00	1,440.00	100	0.00	144.00
<b>Page Totals</b>		62,104.00	0.00	35,984.00	0.00	35,984.00	58	26,120.00	3,598.40

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AIA Continuation G703

JobId: 22025  
Tazewell County ADA

Application no.: 1  
Application date: 3/24/23  
Period to: 3/24/23  
Architect's project no.:

Item No.	Description of Work	Scheduled Value	WORK COMPLETED		Materials Presently Stored (not in D)	G		Balance To Finish (Prev.)	Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
41	Hittle Township Lab	8,648.00	0.00	8,648.00	0.00	8,648.00	100	0.00	864.80
42	Delavan City Hall Mat	220.00	0.00	0.00	0.00	0.00	0	220.00	0.00
43	Delavan City Hall Lab	720.00	0.00	0.00	0.00	0.00	0	720.00	0.00
44	DOORS & HARDWARE (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
45	Creve Coer Vill Hall	1,875.00	0.00	0.00	0.00	0.00	0	1,875.00	0.00
46	Minier Vill Hall	1,864.00	0.00	0.00	0.00	0.00	0	1,864.00	0.00
47	McKenzie Building	2,750.00	0.00	0.00	0.00	0.00	0	2,750.00	0.00
48	Mackinaw Township	1,893.00	0.00	0.00	0.00	0.00	0	1,893.00	0.00
49	Armington Vill Hall	516.00	0.00	0.00	0.00	0.00	0	516.00	0.00
50	Mackinaw Comm Center	1,424.00	0.00	0.00	0.00	0.00	0	1,424.00	0.00
51	Taze County Health	2,353.00	0.00	0.00	0.00	0.00	0	2,353.00	0.00
52	Hittle Township	1,424.00	0.00	0.00	0.00	0.00	0	1,424.00	0.00
53	Delavan City Hall	1,879.00	0.00	0.00	0.00	0.00	0	1,879.00	0.00
54	OPERATORS (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
55	Creve Coeur Vill Hall	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
56	Minier Vill Hall	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
57	Mckenzie Building	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
58	Mackinaw Township	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
59	Delavan City Hall	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
60	PARTITIONS (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
<b>Page Totals</b>		45,566.00	0.00	8,648.00	0.00	8,648.00	19	36,918.00	864.80

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AIA Continuation G703

JobId: 22025  
Tazewell County ADA

Application no.: 1  
Application date: 3/24/23  
Period to: 3/24/23  
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
61	Marquette Heights City Hall	4,312.00	0.00	0.00	0.00	0.00	0	4,312.00	0.00
62	Taze County Courthouse	175.00	0.00	0.00	0.00	0.00	0	175.00	0.00
63	Mckenzie Building	2,112.00	0.00	0.00	0.00	0.00	0	2,112.00	0.00
64	Taze County Health	6,733.00	0.00	0.00	0.00	0.00	0	6,733.00	0.00
65	ACCESSORIES (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
66	Marguette Heights City Hall	1,143.00	0.00	0.00	0.00	0.00	0	1,143.00	0.00
67	Mackinaw Comm Center	1,048.00	0.00	0.00	0.00	0.00	0	1,048.00	0.00
68	Taze County Resource	340.00	0.00	0.00	0.00	0.00	0	340.00	0.00
69	Taze County Health	1,504.00	0.00	0.00	0.00	0.00	0	1,504.00	0.00
70	Hittle Township	1,132.00	0.00	0.00	0.00	0.00	0	1,132.00	0.00
71	FLOORCOVERING (CICF)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
72	Mackinaw Com Cent Mat	600.00	0.00	0.00	0.00	0.00	0	600.00	0.00
73	Mackinaw Com Cent Lab	770.00	0.00	0.00	0.00	0.00	0	770.00	0.00
74	Taze Resource Mat	1,375.00	0.00	0.00	0.00	0.00	0	1,375.00	0.00
75	Taze Resource Lab	3,000.00	0.00	0.00	0.00	0.00	0	3,000.00	0.00
76	Armington Vill Hall Mat	650.00	0.00	650.00	0.00	650.00	100	0.00	65.00
77	Armington Vill Hall Lab	775.00	0.00	775.00	0.00	775.00	100	0.00	77.50
78	Hittle Township Mat	650.00	0.00	650.00	0.00	650.00	100	0.00	65.00
79	Hittle Township Lab	805.00	0.00	805.00	0.00	805.00	100	0.00	80.50
80	Marquette Heights City Hall Mat	3,279.00	0.00	0.00	0.00	0.00	0	3,279.00	0.00
<b>Page Totals</b>		30,403.00	0.00	2,880.00	0.00	2,880.00	9	27,523.00	288.00

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AIA Continuation G703

JobId: 22025  
Tazewell County ADA

Application no.: 1  
Application date: 3/24/23  
Period to: 3/24/23  
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
81	Marquette Heights City Hall Lab	2,200.00	0.00	0.00	0.00	0.00	0	2,200.00	0.00
82	Taze County Health Mat	1,200.00	0.00	0.00	0.00	0.00	0	1,200.00	0.00
83	Taze County Health Lab	2,725.00	0.00	0.00	0.00	0.00	0	2,725.00	0.00
84	CONCRETE (Knapp)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
85	Marguette Heights Mat	450.00	0.00	0.00	0.00	0.00	0	450.00	0.00
86	Marguette Heights Lab	4,350.00	0.00	0.00	0.00	0.00	0	4,350.00	0.00
87	Mackinaw Mat	450.00	0.00	450.00	0.00	450.00	100	0.00	45.00
88	Mackinaw Lab	4,350.00	0.00	4,350.00	0.00	4,350.00	100	0.00	435.00
89	Tremont Health Mat	800.00	0.00	800.00	0.00	800.00	100	0.00	80.00
90	Tremont Health Lab	5,000.00	0.00	5,000.00	0.00	5,000.00	100	0.00	500.00
91	Resource Cent Mat	400.00	0.00	0.00	0.00	0.00	0	400.00	0.00
92	Resource Cent Lab	3,400.00	0.00	0.00	0.00	0.00	0	3,400.00	0.00
93	PLUMBING (JC Dillon)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
94	Hittle Township Mat.	500.00	0.00	450.00	0.00	450.00	90	50.00	45.00
95	Hittle Township Lab	4,800.00	0.00	4,320.00	0.00	4,320.00	90	480.00	432.00
96	Taz City Health Mat	1,600.00	0.00	320.00	0.00	320.00	20	1,280.00	32.00
97	Taz City Health Lab	5,900.00	0.00	1,180.00	0.00	1,180.00	20	4,720.00	118.00
98	Mackinaw Com Ctr Mat	1,100.00	0.00	220.00	0.00	220.00	20	880.00	22.00
99	Mackinaw Com Ctr Lab	6,000.00	0.00	1,200.00	0.00	1,200.00	20	4,800.00	120.00
100	Taz City Court Mat	400.00	0.00	0.00	0.00	0.00	0	400.00	0.00
<b>Page Totals</b>		45,625.00	0.00	18,290.00	0.00	18,290.00	40	27,335.00	1,829.00

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AIA Continuation G703

Jobid: 22025  
Tazewell County ADA

Application no.: 1  
Application date: 3/24/23  
Period to: 3/24/23  
Architect's project no.:

Item No.	Description of Work	Scheduled Value	WORK COMPLETED		Materials Presently Stored (not in D)	Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)	Balance To Finish (Prev.)	Retainage (Prev.)
			From Prev. Application	Amount This Period					
101	Taz City Court Lab	4,700.00	0.00	0.00	0.00	0.00	0	4,700.00	0.00
102	Marquette Heights CH Mat	600.00	0.00	0.00	0.00	0.00	0	600.00	0.00
103	Marquette Heights CH Lab	4,500.00	0.00	0.00	0.00	0.00	0	4,500.00	0.00
104	Taz City Resource Mat	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
105	Taz City Resource Lab	3,500.00	0.00	0.00	0.00	0.00	0	3,500.00	0.00
106	PAINTING (Wright Way)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
107	Marquette Heights Mat	280.00	0.00	0.00	0.00	0.00	0	280.00	0.00
108	Marquette Heights Lab	2,520.00	0.00	0.00	0.00	0.00	0	2,520.00	0.00
109	Creve Coeur VII Hall Mat	70.00	0.00	0.00	0.00	0.00	0	70.00	0.00
110	Creve Coeur VII Hall Lab	630.00	0.00	0.00	0.00	0.00	0	630.00	0.00
111	Minier VII Hall Mat	70.00	0.00	0.00	0.00	0.00	0	70.00	0.00
112	Minier VII Hall Lab	630.00	0.00	0.00	0.00	0.00	0	630.00	0.00
113	Taze County CH Mat	130.00	0.00	0.00	0.00	0.00	0	130.00	0.00
114	Taze County CH Lab	1,170.00	0.00	0.00	0.00	0.00	0	1,170.00	0.00
115	Mckenzie Build Mat	160.00	0.00	0.00	0.00	0.00	0	160.00	0.00
116	Mckenzie Build Lab	1,440.00	0.00	0.00	0.00	0.00	0	1,440.00	0.00
117	Mackinaw Com Cen Mat	410.00	0.00	0.00	0.00	0.00	0	410.00	0.00
118	Mackinaw Com Cen Lab	3,690.00	0.00	0.00	0.00	0.00	0	3,690.00	0.00
119	Mackinaw Town Hall Mat	70.00	0.00	0.00	0.00	0.00	0	70.00	0.00
120	Mackinaw Town Hall Lab	630.00	0.00	0.00	0.00	0.00	0	630.00	0.00
<b>Page Totals</b>		25,700.00	0.00	0.00	0.00	0.00	0	25,700.00	0.00

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JobId: 22025  
Tazewell County ADA

Application no.: 1  
Application date: 3/24/23  
Period to: 3/24/23  
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
121	Taze Resource Cen Mat	90.00	0.00	0.00	0.00	0.00	0	90.00	0.00
122	Taze Resource Cen Lab	810.00	0.00	0.00	0.00	0.00	0	810.00	0.00
123	Taz Healt Dep Mat	560.00	0.00	0.00	0.00	0.00	0	560.00	0.00
124	Taz Healt Dep Lab	5,040.00	0.00	3,640.00	0.00	3,640.00	72	1,400.00	364.00
125	Armington Vil Hall Mat	190.00	0.00	190.00	0.00	190.00	100	0.00	19.00
126	Armington Vil Hall Lab	1,710.00	0.00	1,710.00	0.00	1,710.00	100	0.00	171.00
127	Hittle Town Hall Mat	340.00	0.00	0.00	0.00	0.00	0	340.00	0.00
128	Hittle Town Hall Lab	3,060.00	0.00	0.00	0.00	0.00	0	3,060.00	0.00
129	Delavan City Hall Mat	70.00	0.00	0.00	0.00	0.00	0	70.00	0.00
130	Delavan City Hall Lab	630.00	0.00	0.00	0.00	0.00	0	630.00	0.00
131	ELECTRIAL (Porter)	0.00	0.00	0.00	0.00	0.00	0	630.00	0.00
132	Creve Coeur Vill Hall Mat	609.00	0.00	0.00	0.00	0.00	0	0.00	0.00
133	Creve Coeur Vill Hall Lab	1,421.00	0.00	384.00	0.00	384.00	27	1,037.00	38.40
134	Minier Vill Hall Mat	630.00	0.00	0.00	0.00	0.00	0	630.00	0.00
135	Minier Vill Hall Lab	1,473.00	0.00	0.00	0.00	0.00	0	1,473.00	0.00
136	Mackenzie Building Mat	1,942.00	0.00	108.00	0.00	108.00	6	1,834.00	10.80
137	Mackenzie Building Lab	4,533.00	0.00	828.00	0.00	828.00	18	3,705.00	82.80
138	Mackinaw Township Mat	729.00	0.00	0.00	0.00	0.00	0	729.00	0.00
139	Mackinaw Township Lab	1,702.00	0.00	0.00	0.00	0.00	0	1,702.00	0.00
140	Mackinaw Comm Cent Mat	995.00	0.00	0.00	0.00	0.00	0	995.00	0.00
<b>Page Totals</b>		26,534.00	0.00	6,860.00	0.00	6,860.00	26	19,674.00	686.00

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AIA Continuation G703

JobId: 22025  
Tazewell County ADA

Application no.: 1  
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Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			E WORK COMPLETED			Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
			From Prev. Application	Amount This Period					
141	Mackinaw Comm Cent Lab	2,323.00	0.00	0.00	0.00	0.00	0	2,323.00	0.00
142	Taze Healt Dep Mat	1,754.00	0.00	0.00	0.00	0.00	0	1,754.00	0.00
143	Taze Healt Dep Lab	4,093.00	0.00	0.00	0.00	0.00	0	4,093.00	0.00
144	Hittle Town Hall Mat	786.00	0.00	0.00	0.00	0.00	0	786.00	0.00
145	Hittle Town Hall Lab	1,834.00	0.00	0.00	0.00	0.00	0	1,834.00	0.00
146	Delavan City Hall Mat	865.00	0.00	0.00	0.00	0.00	0	865.00	0.00
147	Delavan City Hall Lab	2,020.00	0.00	0.00	0.00	0.00	0	2,020.00	0.00
148	Change Order One	-6,813.00	0.00	0.00	0.00	0.00	0	-6,813.00	0.00
		296,849.00	0.00	92,121.00	0.00	92,121.00	31	204,728.00	9,212.10

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# Partial Release of Lien

TO WHOM IT MAY CONCERN:

That the undersigned, for and in consideration of the payment of the sum of \$ 82,908.90, paid by the Tazewell County, receipt of which is hereby acknowledged, hereby releases and quit claims to the said party its successors and assigns, and Tazewell County the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

Tazewell County ADA

on account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for.

IN WITNESS WHEREOF,

I have hereunto set my hand seal this tenth day of April in the year two thousand and twenty three

WITNESSES:

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

Bishop Bros., Inc.

By: [Signature]

Good upon receipt

State of Illinois

County of Peoria

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

By: [Signature]

Sworn to and subscribed before me this 4 day of April, 2023

My Commission expires:

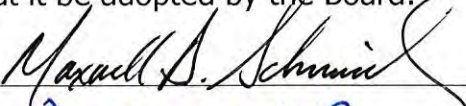

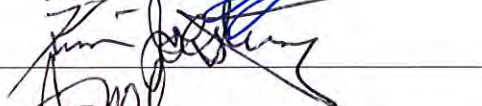
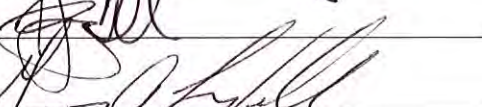
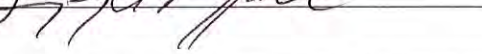
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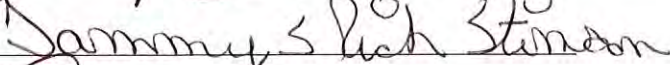
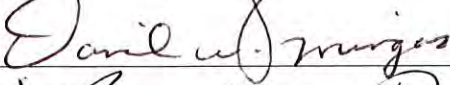
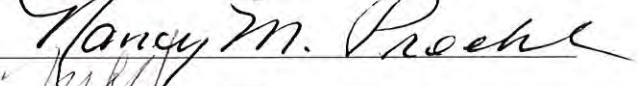
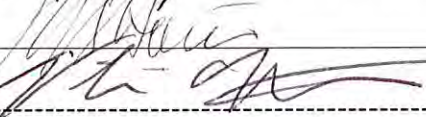


**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Ordinance and Intergovernmental Agreement – Amendment #1 - adding and removing territory to the Enterprise Zone located in Northern Tazewell for property located within the city limits of Washington; 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 and Community Development of this action.

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:

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

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

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT REGARDING AN ENTERPRISE ZONE LOCATED IN NORTHERN TAZEWELL AND SOUTHERN WOODFORD COUNTIES BETWEEN THE CITY OF EAST PEORIA, ILLINOIS, CITY OF WASHINGTON, ILLINOIS, VILLAGE OF GERMANTOWN HILLS, ILLINOIS, COUNTY OF TAZEWELL, ILLINOIS, AND THE COUNTY OF WOODFORD, ILLINOIS**

This Amendment to the Intergovernmental Agreement Regarding An Enterprise Zone Located in Northern Tazewell and Southern Woodford Counties (this “Amendment”) is made effective as of the \_\_\_ day of \_\_\_\_\_, 2023, (the “Effective Date”) by and between the City of East Peoria, an Illinois municipal corporation (“East Peoria”), the City of Washington, an Illinois municipal corporation (“Washington”), the Village of Germantown Hills, an Illinois municipal corporation (“Germantown Hills”), the County of Tazewell (“Tazewell”) and the County of Woodford (“Woodford”). East Peoria, Washington, Germantown Hills, Tazewell, and Woodford are collectively referred to herein as the “Jurisdictions.”

**RECITALS**

A. This Amendment is authorized pursuant to the Intergovernmental Cooperation Act codified at 5 ILCS 220/1 *et. seq.* and by Article 7, Section 10, of the Constitution of the State of Illinois.

B. The Illinois Enterprise Zone Act codified at 20 ILCS 655/1 *et. seq.*, including regulations or administrative procedures promulgated thereunder (collectively, the “Act”) authorizes the designation and certification of enterprise zones which provide various incentives, some of which are locally determined, to encourage the creation and expansion of business enterprises.

C. The Jurisdictions submitted a joint application to the Illinois Department of Commerce and Economic Opportunity (“DCEO”) for the certification of a new enterprise zone (the “Enterprise Zone”) in 2014 located within or near the corporate limits of the Jurisdictions.

D. The Jurisdictions each adopted respective ordinances, resolutions and the original Intergovernmental Agreement Regarding An Enterprise Zone Located in Northern Tazewell and Southern Woodford Counties (the “Original Agreement”) establishing the Enterprise Zone.

E. On December 17, 2015, the DCEO issued an Enterprise Zone Certificate for the Enterprise Zone, which provided that such zone shall be in effect for an initial fifteen (15) calendar years expiring upon December 31, 2030.

F. The Jurisdictions have determined that it is necessary, desirable, and in the best interests to add territory to the Enterprise Zone and amend the Original Agreement entered into by the Jurisdictions.

G. The Jurisdictions have determined that adding additional territory to the Enterprise Zone would provide an immediate, substantial utility or benefit to the Enterprise Zone and the residents or businesses contained within such zone by creating or retaining specific jobs, removing or correcting an impediment to economic development which exists within the Enterprise Zone, and/or stimulating neighborhood residential or commercial revitalization.

H. Even after the inclusion of the additional territory to the Enterprise Zone, the Enterprise Zone is a contiguous area, it comprises of a minimum of one-half square mile and not more than the maximum area allowed by law, and the additional territory is consistent with the character, purposes and objectives of the established Enterprise Zone, and is not detrimental to the public and private interests served by the Enterprise Zone.

I. The additional territory would remain contiguous and meet the qualifications of Section 4 of the Act in accordance with Section 5(b)(i) of the Act.

J. The Jurisdictions have determined that it is in the best interests of the Jurisdictions and each of the residents of the Jurisdictions to enter into this Amendment to add territory to the Enterprise Zone.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the Jurisdictions agree as follows:

Section 1: The recitals as set forth above, are incorporated herein as though fully set forth and shall be considered the express findings of the Jurisdictions hereto.

Section 2: The Original Agreement (as well as Exhibit A and Exhibit B of the Original Agreement) is hereby amended such that the real property which comprises the Enterprise Zone shall add that certain real property legally described on Exhibit A.1 attached hereto and made a part hereof (such real property is also depicted on that certain map attached hereto and made a part hereof as Exhibit B.1); and that amended territory is hereby designated part of the Enterprise Zone pursuant to, and in accordance with, the Act.

Section 3: A separate page of Permanent Index Numbers (PINs) for the territory to be added to the Enterprise Zone is attached hereto as Exhibit C.1., for recording purposes.

Section 4: Section 5.1 of the Original Agreement is hereby amended to provide as follows:

**“5.1 Area of Participant Components.** The Participants stipulate that the area of each of their individual components of the Enterprise Zone, as amended, is as follows:

East Peoria Component	5.99	square miles of an available total of 7.75
Washington Component	2.5837	square miles of an available total of 4.75
Tazewell Component	1.14	square miles of an available total of 1.5
Germantown Hills Component	<u>0.17</u>	square miles of an available total of 1

Total 9.8837 square miles of an available total of 15

Because the area of the Enterprise Zone as currently described has a total area of 9.8837 square miles, the Enterprise Zone may be eligible pursuant to Section 5.4 of the Enterprise Zone Act for an amendment to expand the boundaries of the Enterprise Zone. That area available for potential expansion, as of the effective date of the Enterprise Zone, is hereby allocated among the Participants in the following fashion:

East Peoria	1.76 square miles
Washington	2.1663 square miles
Tazewell	0.36 square miles
Germantown Hills	<u>0.83</u> square miles
Total	5.1163 square miles

Except as hereinafter provided, no Participant may seek additions to its component of the Enterprise Zone which in the aggregate exceed that allocation. In the event any Participant desires to seek one or more expansions of that portion of the Enterprise Zone within its jurisdiction with an area which in the aggregate exceeds the aforementioned allocation, one or more other Participants may allocate all or any portion of their unutilized allocation to other Participants. In no event shall the area of the Enterprise Zone exceed the maximum area allowed by the Enterprise Zone Act, as amended.”

Section 5: Even after this Amendment is executed by the Jurisdictions hereto, Woodford remains a signatory to this Amendment only because a connecting strip having a width of three feet adjacent to the centerline of Illinois Route 116, which is under the exclusive jurisdiction of Woodford, is necessary to connect the northern boundary of Tazewell County to the Germantown Hills Component (as such term is defined within the Original Agreement) of the Enterprise Zone. Aside from executing this Amendment and any other documentation necessary to add territory to the Enterprise Zone, as provided herein, Woodford shall have no further obligation related to the Enterprise Zone.

Section 6: Except as otherwise amended or provided in this Amendment, the Original Agreement shall remain in full force and effect and is attached hereto and made part hereof as Exhibit D.1.

Section 7: In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the Original Agreement (without giving effect to the amendments contained herein), the terms and conditions of this Amendment shall no longer have any force or effect.

Section 8: This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts to this Amendment may be executed by hand or by any electronic signature (including www.docuSign.com) complying with the U.S. federal ESIGN Act of 2000, and executed

counterparts may be delivered via facsimile, electronic mail or other similar transmission method, and any executed counterpart so delivered shall be valid and effective for all purposes, with the same effect as if the signatures thereto were upon a single instrument.

Section 9: This Amendment constitutes the entire agreement of the Jurisdictions with respect to the Enterprise Zone and any prior writings or agreements with respect thereto are superseded. If any provision of this Amendment will be held invalid under any applicable law, such invalidity will not affect any other provision of this Amendment that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section 10: This Amendment may be further modified only by a writing signed on behalf of each of the Jurisdictions hereto.

Section 11: Subject to the terms and conditions hereof, each of the Jurisdictions hereto will use its best efforts to take, or cause to be taken, such actions and will cause to be executed and delivered such documents and instruments, and will cause to be done all things necessary, proper or advisable to consummate and make effective the modifications to the Enterprise Zone, as contemplated by this Amendment.

**[SIGNATURE PAGE TO FOLLOW]**

[SIGNATURE PAGE]

EXECUTED BY THE JURISDICTIONS AS OF THE EFFECTIVE DATE

*City of East Peoria,  
an Illinois municipal corporation*

By: \_\_\_\_\_  
John Kahl, Mayor

ATTEST:

\_\_\_\_\_  
Morgan Cadwalader, City Clerk

*City of Washington,  
an Illinois municipal corporation*

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

ATTEST:

\_\_\_\_\_  
Valeri L. Brod, City Clerk

*Village of Germantown Hills,  
an Illinois municipal corporation*

By: \_\_\_\_\_  
Jeff DeGroot, Village President

ATTEST:

\_\_\_\_\_  
Ann Doubet, Village Clerk

*County of Tazewell,  
Illinois*

By: \_\_\_\_\_  
David Zimmerman, Chairman

ATTEST:

\_\_\_\_\_  
John C. Ackerman, County Clerk

*County of Woodford,  
Illinois*

By: \_\_\_\_\_  
Chuck Nagel, Chairman

ATTEST:

\_\_\_\_\_  
Dawn Kupfer, County Clerk



**Exhibit A.1 – Territory to be Added to the Enterprise Zone**

The territory to be added to the Northern Tazewell County Enterprise Zone is as follows:

PARCEL 1: Tract 2 in the Northwest Quarter of Section 23, Township 26 North, Range 3 West of the Third Principal Meridian, more particularly described as follows: Commencing at the Northwest corner of said Section 23; thence North 88°30'46" East (bearings assumed for purpose of description only), along the North line of said Section 23, 1033.90 feet; thence South 01°29'14" East, 45.60 feet to the Point of Beginning of the tract to be described; thence North 88°30'46" East, 296.20 feet to a point on the Westerly Right of Way line of Wilmor Road; thence South 00°30'00" East, along the Westerly Right of Way line of Wilmor Road, 212.70 feet; thence North 85°19'44" West, 297.71 feet; thence North 00°30'00" West, 180.75 feet to the Point of Beginning, as shown on Plat recorded in Plat Book "CC", Page 106, situated in TAZEWELL COUNTY, ILLINOIS.

TAX I.D.: 02-02-23-100-001 (1.34 acres)

Commonly known as: 160 N. Wilmor Road, Washington, IL 61571

PARCEL 2: A part of the Northwest Quarter of Section 23, Township 26 North, Range 3 West of the Third Principal Meridian, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of said Section 23; thence North 89°19'57" East, (bearings from Plat of Survey recorded in Plat Book "KK", Page 10), 743.56 feet to the West line of "Tract 2 of said Survey"; thence South 00°32'27" East, along said West line, 43 feet to the Southwest corner of said "Tract 2 of said Survey"; thence North 89°19'57" East, along the South line of said "Tract 2 of said Survey", 85.87 feet to the Point of Beginning of the Tract to be described; from the Point of Beginning thence continuing North 89°19'57" East, along said South line, 200 feet; thence South 00°14'58" East, 311.75 feet to an iron pipe; thence North 84°06'48" West, 199.87 feet to an iron pipe; thence North 00°30'04" East, 288.93 feet to the Point of Beginning; **EXCEPT** the South 75 feet of even width thereof; said Parcel 2 containing approximately 1.03 acres, situated in TAZEWELL COUNTY, ILLINOIS.

TAX I.D.: 02-02-23-100-028

Commonly known as: W. Jefferson, Washington, IL 61571

The original territory set forth in the Northern Tazewell County Enterprise Zone remains unchanged.

**Exhibit B.1 – Map of Territory to be Added to the Enterprise Zone**

**Exhibit C.1 – List of Permanent Index Numbers (PINs) for the Territory to be Added to the Enterprise Zone**

The Permanent Index Numbers (PINs) for the territory to be added to the Northern Tazewell County Enterprise Zone are as follows:

PIN: 02-02-23-100-001

PIN: 02-02-23-100-028

**Exhibit D.1 – Copy of the Intergovernmental Agreement Regarding An Enterprise Zone  
Located in Northern Tazewell and Southern Woodford Counties**

**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 First Amendment to Option and Lease Agreement with Pearl St Solar 2, 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 26<sup>th</sup> DAY OF April, 2023.

ATTEST:

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

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

**FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (“*Amendment*”) is made and entered into effective as of \_\_\_\_\_, 2023, Tazewell County, Illinois (“*Lessor*”) and Pearl ST Solar 2, LLC a Delaware limited liability company (“*Lessee*”).

**R E C I T A L S**

**WHEREAS**, Lessor and Lessee entered into that certain Option and Lease Agreement, dated effective February 6, 2019 for the property address commonly known as 21314 IL Route 9, Tremont, IL (the “*Lease*”).

**WHEREAS**, Exhibit A of the Lease did not include recording information for Lessor’s vesting deeds.

**WHEREAS**, Lessee’s Notice Addresses require updating.

**WHEREAS**, the parties desire to extend the option term in the Lease and amend certain other provisions of 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. **Option Term**. Section 3(b) of the Lease is hereby deleted and replaced with the following language:

“Time and Manner of Exercise of the Option. The Option shall be for an initial term of five hundred forty (540) days after the Effective Date (as it may be extended, the “*Option Term*”). The Option Term may be extended by Lessee for four (4) additional three hundred sixty-five (365) day periods upon notice to Lessor within thirty (30) days of the end of the then-current Option Term.”

3. **Third and Fourth Additional Option Payments**. The following language shall be added to the Cover Sheet of the Lease:

Third Additional Option Payment	One Thousand Dollars (\$1,000.00)
Fourth Additional Option Payment	One Thousand Dollars (\$1,000.00)

4. **Option Term and Fifth Additional Option Payment.** Lessor and Lessee agree and acknowledge that, notwithstanding the terms and conditions of the Lease, the Option Term for the Third Additional Option has been timely exercised by Lessee and shall expire on July 20, 2023. Additionally, Lessee agrees to pay to Lessor the Third Additional Option Payment of \$1,000.00 on or before \_\_\_\_\_, 2023.

5. **Lessee's Notice Addresses.** Notice addresses for Lessee on the Cover Sheet are hereby deleted and replaced with the following:

Pearl St Solar 2, LLC  
c/o New Leaf Energy, Inc.  
55 Technology Drive, Suite 102,  
Lowell, MA 01851  
Attn: EVP Project Finance

With a copy to:  
New Leaf Energy, Inc.  
55 Technology Drive, Suite 102,  
Lowell, MA 01851  
Attn: Legal Department

6. **Property Exhibit.** Exhibit A of the Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto. All references in the Lease, as amended herein, to the Property or Exhibit A are hereby deemed to refer to Exhibit A attached hereto.

7. **Ratification; Full Force and Effect.** As amended herein, the Lease is hereby ratified, confirmed and approved in all respects.

8. **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.

9. **Entire Agreement.** The Lease as amended herein 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:**

**County of Tazewell, Illinois**

By: \_\_\_\_\_

Name:

Title:

**LESSEE:**

**Pearl ST Solar 2, LLC**

BY: 1115 Solar Development, LLC  
its sole member and manager,

By: \_\_\_\_\_

Name:

Title:



## **EXHIBIT A**

### **DESCRIPTION OF PROPERTY**

For Lessor's title to the property, reference is herein made to the following:

deed dated March 7, 1872 and recorded in the Tazewell County Clerk's Office in Book 61, Page 457;

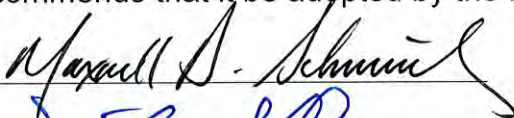
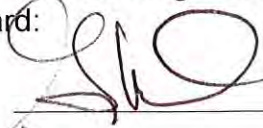
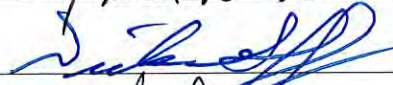
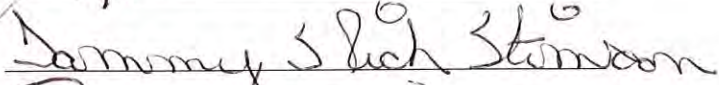
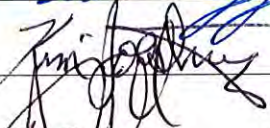
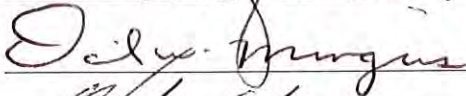
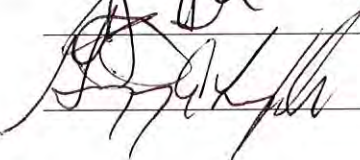
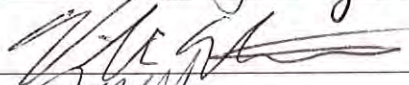
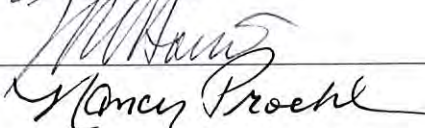
deed dated September 15, 1898 and recorded in the Tazewell County Clerk's Office in Book 136, Page 217; and

deed dated January 30, 1987 and recorded in the Tazewell County Clerk's Office in Book 2915, Page 171.

**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:

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 351LCS 200/21-90, and

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

MACKINAW TOWNSHIP, PERMANENT PARCEL NUMBER: 13-13-16-102-003

As described incertificate: 201500925 sold October 2016

WHEREAS, this County Board has previously authorized the disposition of such interest through the sale thereof to Roger Schlappi in exchange for the total sum of \$807.40; and

WHEREAS, the aforesaid purchase price has been fully paid and the net proceeds of such sale have been distributed in accordance with prior Resolution number 02-23-001 on March 29, 2023; and

WHEREAS, Taylor Hahn, adjacent property owner has exercised their right of first refusal and agreed to purchase for the same \$807.40; and

NOW THEREFORE, BE IT RESOLVED BY TIDS COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the sale to Taylor Hahn is accepted and the sale to Roger Schlappi is cancelled, the funds already distributed via Resolution number 02-23-001 will remain and the funds collected from Taylor Hahn will be used to refund Roger Schlappi, is hereby expressly approved and accepted.

PASSED THIS 26TH DAY OF APRIL, 2023

ATTEST:

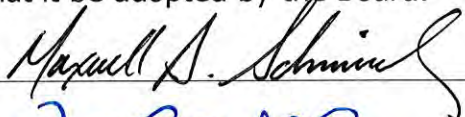


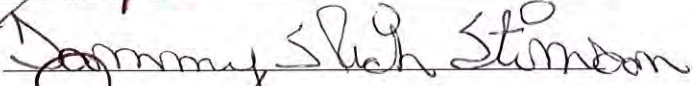
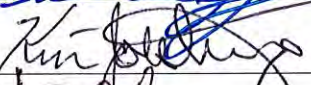
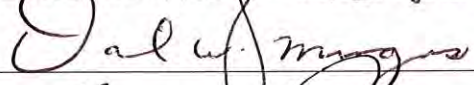


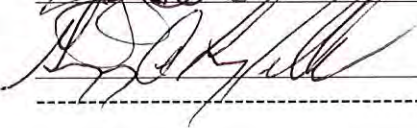
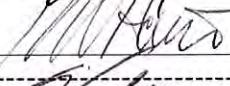

\_\_\_\_\_  
Clerk

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

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the first invoice of Knapp Concrete Contractors, Inc., as the contractor selected by for the purpose of accessibility improvements CDBG RLF Closeout Grant 18-248592 in the amount of \$96,210; and

WHEREAS, the contract was awarded by the Tazewell County Board in January 2023 for the total amount of \$481,686.00.

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

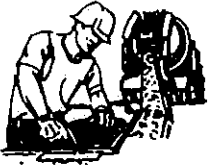
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer, the Auditor and Greater Peoria Economic Development Council Grant Consultant, Jim Cummings, of this action.

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:

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

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



**KNAPP**  
**Concrete Contractors Inc.**

150 E. MARTIN DRIVE  
GOODFIELD, ILLINOIS 61742  
PHONE: (309) 965-2618  
FAX: (309) 965-2614

Customer ID 1500

**Invoice# 23013-1**

┌ Farnsworth Group, Inc.  
2709 McGraw Drive  
Bloomington, IL 61704

Date 04/12/2023 Page# 1

Job ID 23-013

Tazewell County ADA

└ Phone (309) - Fax (309) -

Description	Total
AIA 1	\$96,210.00
AIA 1 Retainage	\$10,690.00

**Net Amount Due \$106,900.00**

Payment is due within 30 days from the date of billing  
Interest will be charged after 30 days at a rate of 1 1/2% per month (18% per annum)

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: Tazewell County

PROJECT: Tazewell County ADA

APPLICATION NO: 1

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

PERIOD TO: 4/14/2023

FROM CONTRACTOR:  
 Knapp Concrete Contractors, Inc.  
 150 E. Martin Drive  
 Goodfield, IL 61742  
 CONTRACT FOR:

VIA ARCHITECT:

PROJECT NOS:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	481,686.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	481,686.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	106,900.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	10,690.00
b. 10 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	10,690.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	96,210.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	96,210.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	385,476.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Knapp Concrete Contractors, Inc.

By: *Craig Knapp* Date: 04/12/2023

State of: Illinois County of: Woodford  
 Subscribed and affirmed this 12 day of April  
 Notary Public: Rachel Hodel  
 My Commission expires: Rachel Hodel



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 4/12/2023

PERIOD TO: 4/14/2023

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	East Peoria					\$0.00		\$0.00	\$0.00
2	Washington & Mall	\$18,757.67				\$0.00	0.00%	\$18,757.67	\$0.00
3	Washington & Anna	\$6,966.51				\$0.00	0.00%	\$6,966.51	\$0.00
4	Washington & Springfield N	\$22,164.58				\$0.00	0.00%	\$22,164.58	\$0.00
5	Washington & Springfield S	\$29,506.25				\$0.00	0.00%	\$29,506.25	\$0.00
6	Creve Coeur	\$87,091.20				\$0.00	0.00%	\$87,091.20	\$0.00
7	Mackinaw	\$17,257.05				\$0.00	0.00%	\$17,257.05	\$0.00
8	South Pekin					\$0.00		\$0.00	\$0.00
9	Main & Brikett	\$2,490.84				\$0.00	0.00%	\$2,490.84	\$0.00
10	Main & Belsley	\$9,468.26				\$0.00	0.00%	\$9,468.26	\$0.00
11	Main & Minch St	\$10,585.00				\$0.00	0.00%	\$10,585.00	\$0.00
12	Main & South Pekin Grade School	\$5,644.75				\$0.00	0.00%	\$5,644.75	\$0.00
13	Main & Alley West of 1st	\$5,698.19				\$0.00	0.00%	\$5,698.19	\$0.00
14	Main & 1st	\$13,363.75				\$0.00	0.00%	\$13,363.75	\$0.00
15	Minier					\$0.00		\$0.00	\$0.00
16	Main & Central	\$64,077.07		\$50,000.00		\$50,000.00	78.03%	\$14,077.07	\$5,000.00
17	Central (Village Hall)	\$44,085.97		\$29,900.00		\$29,900.00	67.82%	\$14,185.97	\$2,990.00
18	Delavan					\$0.00		\$0.00	\$0.00
19	3rd & Locust	\$50,342.53				\$0.00	0.00%	\$50,342.53	\$0.00
20	5th & Locust	\$56,134.50				\$0.00	0.00%	\$56,134.50	\$0.00
21	Armington	\$38,051.88		\$27,000.00		\$27,000.00	70.96%	\$11,051.88	\$2,700.00
22						\$0.00		\$0.00	\$0.00
23						\$0.00		\$0.00	\$0.00
24						\$0.00		\$0.00	\$0.00
25						\$0.00		\$0.00	\$0.00
26						\$0.00		\$0.00	\$0.00
27						\$0.00		\$0.00	\$0.00
		\$481,686.00	\$0.00	\$106,900.00	\$0.00	\$106,900.00	22.19%	\$374,786.00	\$10,690.00

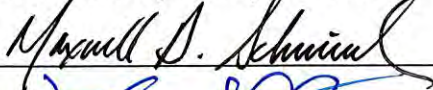

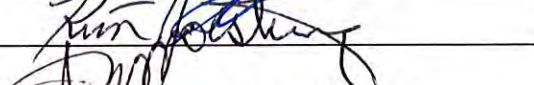
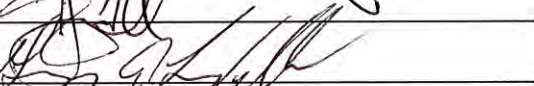
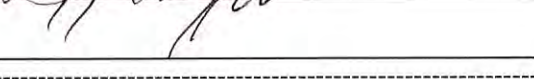
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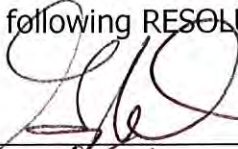
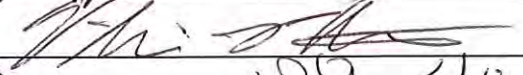
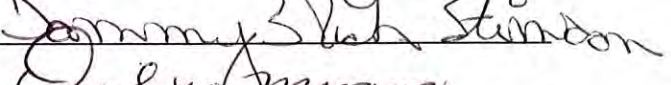
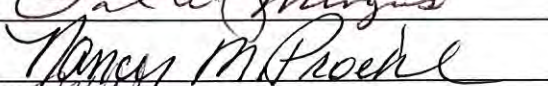
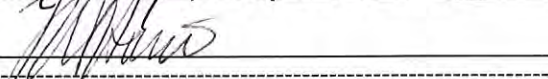
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**COMMITTEE REPORT**

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 2nd quarterly payment for 2023 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-22-103 was approved in November 2022 approving an agreement with GPEDC for twelve months encompassing calendar year 2023; 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 2<sup>nd</sup> quarter investment for 2023.

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

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:

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

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





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

# Invoice

Date	Invoice #
4/1/2023	2023_08-02

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

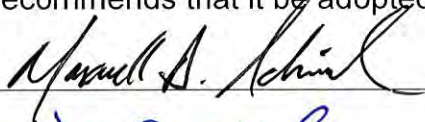
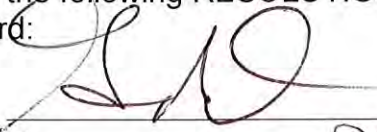

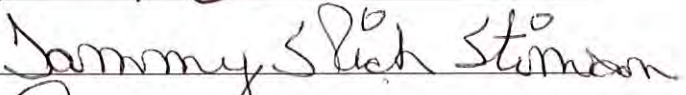
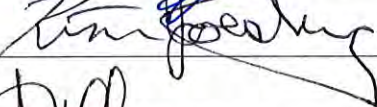
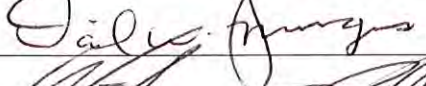
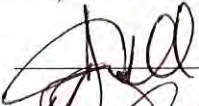
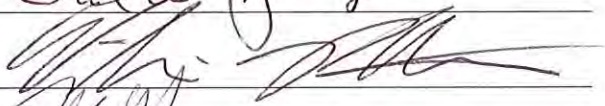
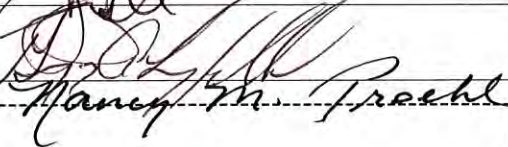
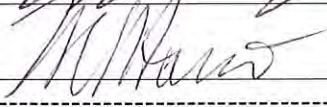
Due Date
5/31/2023

Description	Amount
2023 Investment - 2 of 4	18,750.00
<b>Total</b>	<b>\$18,750.00</b>

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, your Legislative Committee has reviewed the following statement and recommends approving the statement for the Board's consideration:

Tazewell County Board Statement

Tazewell County opposes the required doubling of the Rental Housing Support Program Fee that will implemented by passage of HB3878. Since this program was initiated by the State Legislature in 2005, Tazewell County has been required to collect over 3 million dollars in revenue for the State of Illinois but has never received any grants directly tied to this program. While the original legislation outlines requirements for distribution throughout the state, any subjective review of the grants that are distributed shows inequity. Beyond the boundaries of just our county, we have found almost no grant awards throughout Central Illinois, with amply evidence of the same massive disparity between amount contributed and amounts (if any) awarded throughout Central Illinois.

Meanwhile, we see the current legislation awards Cook County with over 70% of the grants awarded while they contribute only 36% of the funding for this program.

The Tazewell County Board strongly opposes this Fee Increase required under HB3878. Understanding this legislation has already been passed by the State Legislature and signed by the Governor, the Tazewell County Board begrudgingly request the following action:

- 1) The Legislation establishes a "Illinois Rental Housing Support Program Funding Allocation Task Force" to address this inequitable distribution of grants from this fee increase. Reviewing the membership for the Task Force, we request you work to make sure Central Illinois, preferably Tazewell County voices, be appointed to this Task Force. We notice appointments will be made under Section 30 (A) 8 "One member... representing a local administrating agency from a small metropolitan area..." which would include the Pekin Housing Authority and Section 30 (A) 9 "One member representing a local administrating agency from a

rural area..." which would include the East Peoria Housing Authority.

We would also request your support of neighboring Peoria County Clerk gaining the appointment of the President of the Senate under Section 30 (A) 1 and your support of our Tazewell County Clerk gaining the appointment of the Minority Leader of the Senate under Section 30 (A) 2.

- 2) We request you observe this Task Force to make sure the resulting recommendations for changes to the allocation of grants resulting from this fee increase result in the equitable distribution of grant throughout Illinois. The previous formula and distribution have not worked appropriately. Tazewell County Taxpayers deserve a return on the massive investment we have made in this program since 2005.

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

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

PASSED THIS 26<sup>th</sup> DAY OF April, 2023.

ATTEST:

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Tazewell County Clerk

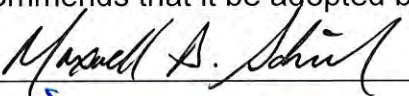

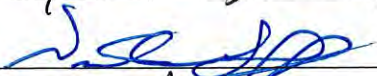
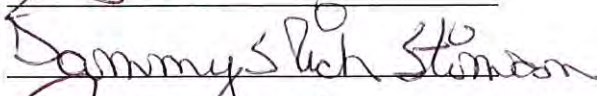

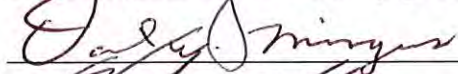
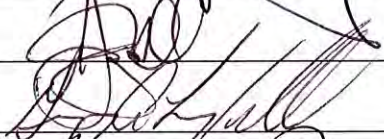

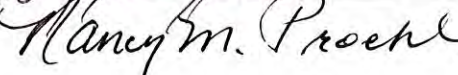
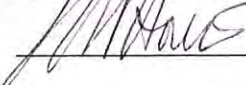
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Tazewell County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached amendments to Chapter 94: Water and Sewers in the Tazewell County Code of Ordinances: 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 Health Department, the Auditor, the State's Attorney and American Legal Publishing of this action.

PASSED THIS 26<sup>th</sup> DAY OF APRIL, 2023.

ATTEST:

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

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

## SEWERS

### § 94.25 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**AUTHORIZED REPRESENTATIVE.** The legally designated Administrator or the Acting Administrator of the County Health Department and shall include those persons designated by the Administrator or Acting Administrator to enforce the provisions of the chapter.

**BEDROOM.** Any room with a closet, excluding kitchens, hallways and bathrooms.

**BOARD OF HEALTH.** The Tazewell County Board of Health or its authorized representative(s).

**DISCHARGE POINT.** The point at which treated effluent discharges from an approved private sewage disposal system, compliant with the IDPH Private Sewage Disposal Code, being 77 Ill. Adm. Code 905.

**DOMESTIC SEWAGE.** Wastewater derived principally from dwellings, businesses or office buildings, institutions, food service establishments, or similar facilities.

**EVAPORATION BED.** A bed as designed in § 94.33 that is intended to allow properly treated effluent to evaporate.

**HEALTH AUTHORITY.** The person or persons who have been designated by the Board of Health to administer the affairs of the Health Department.

**HEALTH DEPARTMENT.** The Tazewell County Health Department, an agent of the Tazewell County Board of Health.

**HOMEOWNER.** A contract-for-deed buyer or a person who holds legal title to a residential structure which is to be used for his or her personal single-family residence.

**HOMEOWNER INSTALLED SYSTEMS.** A private sewage disposal system installed by the homeowner for his or her personal single-family residence. A homebuilder building a spec home is not considered the homeowner unless the intent is to reside in the home and therefore cannot install the septic system.

**MODIFY.** Any change in the design or components of a private sewage disposal system requiring a permit herein defined.

**OPERATIONAL INSPECTION.** An inspection of the private sewage disposal system to determine compliance with this chapter and the state's Department of Public Health Private Sewage Disposal Licensing Act and Code by a private sewage disposal system

installation contractor registered with the County Health Department or the authorized representative of the Health Department.

**PERMIT.** A written permit issued by the Board of Health or its authorized representative permitting the construction or operation of a private sewage disposal system under this chapter.

**PRIVATE SEWAGE DISPOSAL SYSTEM.** Any sewage handling or treatment facility receiving domestic sewage from less than 15 people or population equivalent and having a ground surface discharge; or any sewage handling or treatment facility receiving domestic sewage and having no ground surface discharge.

**PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTOR.** Any person licensed by the state's Department of Public Health for excavating, constructing, repairing, installing, modifying, maintaining or servicing a private sewage disposal system.

**PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTORS AND PUMPERS REGISTRATION.** An annual registration certificate issued by the Tazewell County Health Department to all private sewage disposal contractors and pumpers engaged in the installation and/or servicing of private sewage disposal systems within the limits of the county.

**PRIVATE SEWAGE DISPOSAL SYSTEM PUMPING CONTRACTOR.** Any person licensed by the state's Department of Public Health who cleans or pumps waste from a private sewage disposal system, portable toilet, portable hand-washing unit or holding tanks or hauls or disposes wastes removed therefrom.

**SEPTIC TANK MANUFACTURERS AND/OR AERATION UNIT DEALERS.** Any person who manufacturers, sells, offers for sale, or delivers the state's Department of Public Health approved septic tanks or aeration units in or into the county.

**SEPTIC TANK MANUFACTURERS AND/OR AERATION UNIT DEALERS REGISTRATION.** An annual registration certificate issued by the County Health Department to all septic tank manufacturers and/or aeration unit dealers engaged in the manufacture, sale, offer for sale, and delivery of septic tanks or aeration units in or into the county.

**SURFACE DISCHARGING SYSTEM.** A private sewage disposal system that releases or has the potential to release treated domestic sewage onto the ground, into any kind of drain or conveyance, or into surface waters.

**ZONING INSPECTION.** An inspection of the private sewage disposal system to determine compliance with this chapter and the state's Department of Public Health Private Sewage Disposal Licensing Act and Code by a private sewage disposal system installation contractor registered with the County Health Department or an authorized representative of the Health Department when property is to be re-platted, additional bedrooms or square footage are added to the existing dwelling or a dwelling must be rebuilt due to loss.

(Prior Code, 6 TCC 1-1) (Ord. E-19-96, passed 5-29-2019)

§ 94.26 ADOPTION BY REFERENCE.

This chapter shall adopt by reference and shall be interpreted and enforced in accordance with provisions set forth in the current, unabridged form of the state's Department of Public Health, Private Sewage Disposal Licensing Act found at 225 ILCS 225/1 et seq., and the Private Sewage Disposal Code found at 77 Ill. Adm. Code 905, and any subsequent amendments or revisions thereto, three certified copies of which shall be on file in the office of the County Clerk. This chapter shall control with respect to any differences between it and these incorporated provisions.

(Prior Code, 6 TCC 1-2)

§ 94.27 PERMITS.

(A) It shall be unlawful for any person to construct, alter, or extend private sewage disposal systems within the county unless he or she holds a valid permit issued by the Health Department stating the name of such person for which the specific construction, alteration, or extension is proposed. This permit shall be valid for a period of one year from the date of issue.

(B) All applications for permits granted under the provisions of this chapter shall be made to the Board of Health or its duly authorized representative. Sufficient data shall be included to allow review and to determine whether the proposed application for permit meets the requirements of this chapter. This information is including but not limited to all property boundaries, easements, location of existing or planned inground sprinkler system, inground pools, underground utilities, location of all drains, wells, cisterns, buildings, driveways, patios whether existing or proposed and soil boring locations. Permit shall include one complete set of building plans for new construction and/or homeowner's signature verifying the number of bedrooms for the dwelling.

(C) A permit shall only be issued upon an application signed by a homeowner and/or property owner or a county registered private sewage disposal system installation contractor installing a sewage disposal system.

(D) Permit application forms are provided by the Health Department and shall be completed and signed by each applicant, and shall include the following:

(1) Name, address, phone number and email address of the applicant and legal description of the proposed site of construction, alteration, or extension as proposed;

(2) Complete plan of the proposed disposal facility, with substantiating data, if necessary, attesting to its compliance with the minimum standards of this chapter; and

(3) Such other information as may be required by the health authority the proposed construction, alteration, or extension complies with the minimum standards of this chapter.

(E) The Board of Health or its authorized representative may refuse to grant a permit for the construction or repair of a private sewage disposal system where public or municipal sewage systems are available. Such a sewage system shall be deemed available when a public sewer line is in place within any street, alley, right-of-way, or easement that adjoins or abuts the premises for which the permit is requested, or when the improvement to be served is located within a reasonable distance of a public sewer to which connection is practical and is permitted by the controlling authority for the sewer. A reasonable distance for the purpose of this provision shall be deemed to be not greater than 300 feet for a single-family residence and not greater than 1,320 feet for a commercial establishment, subdivision, or multi-family dwelling. A connection is practical when it is cost-effective with regard to the septic system alternatives and can be completed using customary sewer lines. The need to annex an improvement other than a single-family residence to the municipality in order to connect to the municipal sanitary system does not make the municipal sewer system unavailable within the meaning of this section.

(F) The Board of Health or its authorized representative shall act upon all applications within 15 days of the receipt thereof.

(G) Said permit to construct is valid for a period of one year from the date of issuance. If construction has not been completed within this period, the permit is void.

(H) (1) A soil investigation must be performed prior to the issuance of a permit. These tests shall be performed according to the provisions of the state's Department of Public Health Private Sewage Disposal Licensing Act and Code, being 225 ILCS 225/1 et seq. and 77 Ill. Adm. Code 905 adopted hereinafter by reference.

(2) This requirement shall be waived under the following condition: a pre-site inspection by a Health Department representative determines lot constrictions would not allow for a subsurface seepage system.

(I) The Health Department shall be notified of any modification, change, or repair to any private sewage disposal system by either a homeowner or contractor to determine whether that modification, change, or repair requires a permit as set forth in division (A) above. The routine cleaning of a disposal system components, replacing the septic tank cover, baffles, or riser, or rodding out inlets and outlets does not require a permit as defined under this section.

(J) There is a fee charged for the initial construction permit, any alteration of a system including the installation of a sample port, extension, variance request, or operation of a private disposal sewage system. The fee shall be collected by the Health Department at the time an application for permit is submitted and shall be deposited into the Health Department Fund. The fee schedule shall be as approved by the Board of Health.

(K) All homeowners that have been issued a permit to construct, alter, or extend an individual sewage system shall receive training approved by the Health Department regarding maintenance of their septic system. This training must be completed within 60 days of installation of the septic system.



(L) Any application for a new install, repair or extension of a surface discharging system after the effective date (February 10, 2014) of the United States Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES) Permit No. IL G62 must first have a general permit (if required) from the USEPA prior to submitting a septic permit application to this Department.

(M) On all newly platted parcels, a sufficient area of suitable ground shall be provided for a second subsurface seepage system designed according to the state's Department of Public Health Private Sewage Disposal Licensing Act and Code. No shed, driveway, patio or like structures and improvements shall be placed in any area or expansion area designated for a private sewage disposal system.

(Prior Code, 6 TCC 1-3) Penalty, see 94.99

#### § 94.28 CONTRACTOR REGISTRATIONS.

(A) An annual contractor registration shall be required by all private sewage disposal system installation contractors, all private sewage disposal pumping contractors, all portable sanitation technicians and portable sanitation technician trainees operating within the limits of the county. The Health Department shall issue a private sewage disposal system installation contractor registration certificate, a private sewage disposal system pumping contractor registration certificate, a portable sanitation technician registration certificate or a portable sanitation technician trainee registration certificate to persons applying for such a certificate who pass the written examination given by the state for the certificate desired and who are licensed by the state as a private sewage disposal system installation contractor and/or a private sewage disposal system pumping contractor. An annual registration fee shall be required for each certificate issued. All registration certificates shall expire December 31 of the following year. The registration fee shall be set by the Board of Health.

(B) (1) An annual septic tank manufacturer and/or aeration unit dealer registration certificate shall be obtained by all persons who wish to manufacture, sell, offer for sale, deliver, or provide maintenance service on septic tanks or aeration units in or into the county. The County Health Department shall issue a septic tank manufacturer and/or aeration unit dealer registration certificate to persons who apply for such certificate and who have approval to manufacture and sell septic tanks and/or aeration units for the state's Department of Public Health.

(2) There shall be no fee for said certificate. All registration certificates shall expire December 31 of the following year in which were issued, except those issued in December will expire December 31 of the following year.

(Prior Code, 6 TCC 1-4) (Ord. E-19-96, passed 5-29-2019)

#### § 94.29 COMPLIANCE AND PERFORMANCE.

(A) All private sewage disposal systems within the limits of the county shall be constructed, installed, maintained, and serviced by an individual with a valid private sewage disposal system installation contractor's certificate. All such systems shall be pumped, cleaned, and the contents hauled and disposed of by individuals with a valid private sewage disposal system pumping certificate. A homeowner may install and/or service a private sewage disposal system which serves his or her own personal single-family residence.

(B) (1) All septic tank and/or aeration units manufactured, sold, offered for sale, or delivered in the county shall comply with provisions in this chapter. Owners whose property is served by an aerobic unit and/or has a surface discharging system are required to have at all times an active contract to inspect the operation and ensure proper maintenance of the system. The inspection and maintenance must be done by a certified private sewage disposal installation contractor. The homeowner of an ATU may conduct the inspection and maintenance as defined within the Act, but the inspection and maintenance shall be performed per the manufacturer's requirements to assure proper operation. At a minimum, surface discharging systems shall be inspected and/or maintained as follows and in accordance with the IDPH Private Sewage Code:

(a) Aerobic treatment units: once every six months. Inspection and maintenance must be performed by a manufacturer's authorized service representative;

(b) Sand filters: once a year, with a minimum of six months between inspections;

(c) Waste stabilization pond: once a year, with a minimum of six months between inspections; and

(d) All other surface discharging systems shall be inspected at a frequency established by the Health Department.

(2) The Health Department reserves the right to increase the frequency of inspection and/or maintenance of surface discharging systems if components within the system require a more frequent inspection or maintenance, or if the system is not operating properly.

(C) All existing surface discharging systems whose effluent leaves their property or has the potential to leave their property must meet the state's Department of Public Health effluent standards and be sampled a minimum of once a year. Effective January 1, 2020, based on the effluent results and no flow history, the sampling may be reduced to once every three years. All discharging systems shall comply with the sampling requirements as specified in the Private Sewage Disposal Code, being 77 Ill. Adm. Code 905. Sample results must be submitted to the County Health Department within 45 days of the date the sample was collected. As of February 10, 2014, new installations and systems that are repaired must have an EPA NPDES general permit No. IL G62 (if required) prior to discharging. Those systems must meet the sampling requirements of the EPA NPDES general permit No. IL G62 and submit sample results to County Health Department within 45 days of the date the sample was collected.

(D) An operational inspection is **recommended** ~~required~~ for any private sewage disposal system, which is part of a sale of property or an exchange of ownership prior to closing. **If an operational inspection is completed**, any necessary repair or replacement revealed by the inspection shall be completed by, or provided for, by escrowed funds at the closing on the sale of the property. **It is the responsibility of the buyer and seller to ensure that all required corrections listed in the report are completed and are in compliance with this chapter. It is the responsibility of the buyer to provide documentation to this department within 60 days of closing showing all corrections listed in the report have been completed.** The report must be signed at or prior to closing by the buyer and within 30 days of the closing, a copy of the report signed by the buyer must be provided to the Department. If there are no required corrections or corrections have been completed prior to closing, a copy of the report signed by the buyer will not be required.

(E) ~~When~~ **If** an operational inspection is completed, the new owner ~~for~~ **of** the property shall receive training approved by the Health Department regarding maintenance of their septic system. This training must be completed within ~~60~~ **30** days of closing. Training may be completed online, in-house, in the field or by mailing **receipt of** information regarding the individual's type of septic system. ~~Training will be waived if the new owner has attended training within the previous 12 months of closing.~~

~~(F) Operational inspections are valid for 90 days.~~

(F) Operational inspections are valid for 90 days.

(G) An operational inspection may be conducted by a private sewage disposal installation contractor registered with the County Health Department or an authorized representative of the Health Department. Operational inspection forms provided by the Health Department shall be fully completed and signed by the inspector, **and the buyer and seller if corrections are required**, and returned to the Health Department within ten days of inspection **by the operational inspector/ contractor**. Sufficient data shall be included to determine if the septic system is in compliance with this chapter. **If an operational inspection is completed**, failure to provide operational inspection forms as stated above may result in revocation of the contractor's registration to perform operational inspections. When septic systems are not in compliance with the chapter, ~~the County Health Department, authorized representative of the Health Department, private sewage disposal installation contractor, portable sanitation technician, or licensed plumber (for indoor plumbing only) will complete additional operational re-inspections to insure compliance. it will be the responsibility of the buyer to provide documentation to this department within 60 days of the closing showing all corrections listed in the report have been completed. A private sewage disposal installation contractor, licensed septic pumper, or licensed plumber (for indoor plumbing only) can complete the required corrections.~~

(H) As of August 1997, any buried sand filter or aeration system installed shall not discharge any effluent directly into any body of water where full body contact activities are allowed. A discharge within ~~150~~ **25** feet of the above shall be considered a direct discharge to the received body of water. Effluent from a receiving trench and/or evaporation bed

shall not discharge closer than 15 feet from a body of water where full body contact activities are allowed.

(I) It shall be unlawful to discharge untreated sewage or effluent from any septic tank directly into any stream, ditch, ground surface, sink hole or abandoned well, or to allow the contents of any privy vault, septic tank, or seepage pit to emit offensive odors, to become objectionable, dangerous or prejudicial, to the public health.

(J) Private sewage disposal systems constructed (permitted or non-permitted systems) prior to August 1997 shall be exempt from the provisions of this chapter until such time as the property transfers ownership or in circumstances where existing systems necessitate repair or replacement due to malfunction or nuisance, such repair or replacement shall be in conformance with this chapter to the extent the lot size, soil conditions, topography, and other unalterable constraints will allow as authorized by a variance approved in accordance with this chapter.

(K) Effective June 16, 2005, when a property transfers ownership, if the Health Department has no record of a permitted system for a private sewage disposal system, the Health Department may require that a licensed septic contractor verify that a functioning private sewage disposal system is present with no illegal discharges. Cesspools are not considered to be a private sewage disposal system according to the Department of Public Health Title 77: Public Health, Chapter I: Department of Public Health, Subchapter R: Water and Sewage, Part 905: Private Sewage Disposal Code, 77 Ill. Adm. Code 905.30, approved private sewage disposal systems and therefore will not be allowed as a private sewage disposal system.

(L) The Board of Health or its authorized representative is hereby authorized and directed to make such inspections as are necessary to determine satisfactory compliance with this chapter.

(M) (1) The Department shall have the authority, subject to constitutional limitations, to enter at reasonable times upon private or public property, by its representatives after identification, for the purpose of inspecting and investigating conditions relating to the administration and enforcement of this chapter and the Private Sewage Disposal Code, being 77 Ill. Adm. Code 905.

(2) The Department shall have access to any property or building currently served by or will be served by a private sewage disposal system to determine satisfactory compliance with this chapter. This access shall include but is not limited to pre-site layout review, any stage of the initial installation, repair or extension of a private sewage disposal system, final inspection following of grading, investigation of a potentially failing private sewage disposal system and inspection and sampling of surface discharging or potential surface discharging system, and when a property is replatted to ensure that the private sewage disposal system is located on the property of the building it serves.

(N) If any private sewage disposal contractor or homeowner who installs a private sewage disposal system shall fill any portion of said system and/or cover the same with earth, cinders, gravel, sand, or any other material which will prevent the same from being

readily viewed to determine if said system meets all requirements of the ordinance before receipt of approval by the Health Department, the Health Department may give 15 days notice in writing to such private sewage disposal contractor or homeowner so violating the provision of the ordinance, to uncover such back filled or covered portions of the system.

(O) At the end of such 15 days, if no approval for an extension has been granted, and if the private sewage disposal contractor or homeowner shall not have uncovered the private sewage disposal system, the permit is automatically invalidated and penalty action may be taken. The health authority may elect to have the system uncovered at the expense of the private sewage disposal contractor or homeowner. Failure of the homeowner to pay such costs within 30 days shall result in the execution of a lien against the property.

(P) (1) The use of a private sewage disposal system to serve more than one property is prohibited except under IDPH Private Sewage Disposal Licensing Act and Code, 77 Ill. Adm. Code 905.20(c) general requirements individual service.

(2) All components of any private sewage disposal system shall be located on the same property as the building it serves. A recorded easement is required to be filed for existing systems that have any component of the private sewage disposal system located on property other than which the building is located. This includes property that is replatted.

(Q) Under no circumstances shall any person maintain, allow or operate a private sewage disposal system in such a manner that the Health Department determines it to be an ongoing public nuisance or hazard to the public health or safety. Repeated pumping of a septic tank or aerobic unit to prevent such a public nuisance or hazard is not an acceptable remedy.

(R) A minimum 10- to 25-foot horizontal separation between all components of the private sewage disposal system and a buried sprinkler system shall be maintained. For specific distances to each component, see 77 Ill. Adm. Code 905, Appendix A, Illustration D.

(S) All subsurface seepage systems that consist of chambers or gravelless piping shall be provided with inspection ports as design allows. A minimum of one inspection port shall be installed on the gravelless piping or chamber system located at a point farthest from the septic tank. It is suggested that the inspection ports be a minimum of three inches above grade.

(T) A distribution box, when used, shall be constructed with a removable lid and a minimum six- inch diameter riser for access for inspection, cleaning, and general maintenance. It is suggested that the riser extends a minimum of three inches above grade. During an operational, zoning, complaint, or repair inspection if the distribution box does not have a riser, one must be provided.

(U) Access to the interior of the septic tank shall be provided to allow inspection and maintenance. A minimum 12-inch diameter manhole or riser shall be installed over the tank inlet and outlet. It is suggested that the manhole or riser extends a minimum of three inches above grade. During an operational, zoning, complaint, or repair if the existing septic tank does not have a riser, one must be provided.

(V) Access to the tank outlet shall be provided if a filter has been installed in the baffle. A manhole or riser shall be installed. It is suggested that the manhole or riser extends a minimum of three inches above grade. During an operational, zoning, complaint, or repair if the existing septic tank does not have a riser over the outlet baffle for easy access to the filter, one must be provided.

(W) A chlorine contact tank shall be provided with a minimum six-inch riser for access for inspection, cleaning and general maintenance. It is suggested that the riser extends a minimum of three inches above grade. During an operational, zoning, complaint, or repair if the existing chlorine contact tank does not have a riser one must be provided.

(X) Private sewage septic tanks shall have a pumping evaluation a minimum of once every five years.

(Prior Code, 6 TCC 1-5) (Ord. E-19-96, passed 5-29-2019; Res. E-21-42, passed 2-24-2021; **Ord. E (??-??), passed 4/26/2023**)

#### § 94.30 ISSUANCE OF NOTICE.

(A) Whenever the Health Department determines that a violation of any provision of this chapter has occurred, the Health Department shall give notice to the person responsible for such violation. This notice shall be in writing and include a statement of the reasons for issuance of the notice. The notice will allow reasonable time, as determined by the Health Department, for performance of any act required. The notice to be served upon the person responsible for the violation(s) will contain an outline of remedial action which is required to effect compliance with this chapter.

(B) It shall not be a prerequisite to enforcement of the penalty provisions of this chapter that the Health Department first resort to the notice procedure set forth in this section if it is deemed a public health threat.

(Prior Code, 6 TCC 1-6)

#### § 94.31 REVOCATION OF PRIVATE SEWAGE DISPOSAL CONTRACTOR AND/OR PUMPER REGISTRATION.

For serious or repeated violation of any of the requirements of this chapter, the private sewage disposal system contractor and/or pumper registration certificate may be revoked after an opportunity for a hearing has been provided by the health authority. Prior to such action, the health authority shall notify the contractor in writing, stating the reasons for which the registration certificate is subject to revocation and advising that the certificate shall be revoked at the end of five days following service of such notice, unless a request for a hearing is filed with the health authority, by the holder, within such five-day period. A registration certificate may be suspended for cause pending its revocation or a hearing relative thereto where a clear and present danger to the public health is preliminarily found to exist by the health authority.

(Prior Code, 6 TCC 1-7)

§ 94.32 APPROVAL OF PROPOSED SUBDIVISION PLATS.

(A) Any subdivision being developed which is in part within 1,320 feet of an existing available approved municipal sewer, or if the municipality is willing at its expense to extend the sewer line to within 1,320 feet of the subdivision property line, shall not be developed by utilizing private sewage disposal systems.

(B) A fee for the review of the proposed subdivision plat shall be made payable to the County Health Department in the amount of \$100 and an additional \$25 per lot. This fee is not returnable if the subdivision is not approved or the request for review is withdrawn.

(C) The owner/developer will submit soil investigations conducted by a certified soil classifier for determination of type of septic systems and minimum size of lots. The size of each lot will include area for a replacement system similar to the proposed septic system. The information on the plat must include location of proposed septic system, future site of replacement system, well and geothermal closed loop wells. This information must be submitted on forms provided by the county.

(Prior Code, 6 TCC 1-8)

§ 94.33 DESIGN; EVAPORATION BEDS.

Evaporation beds. Effective June 22, 2019, no new evaporation beds will be allowed; however, existing beds must meet the following requirements.

(A) Evaporation beds shall be located in well-drained areas that are not subject to flooding or periodic inundation with surface water.

(B) Evaporation beds shall be located to reasonably minimize the possibility of overflow discharge reaching neighboring properties.

(C) Evaporation beds shall not be sodded or covered with soil. The gravel in the evaporation bed shall remain exposed to the ground surface.

(D) Evaporation beds shall be designed so the entire bed is completely filled liquid prior to discharge and so designed to overflow to the ground surface to prevent flowing back into the system.

(E) The gravel shall extend the full depth of the bed and to a depth of not less than three inches beneath the bottom of the distribution line(s).

(F) Evaporation beds shall be a minimum of 25 feet to any property line.

(G) The design must provide for a trench depth that is not greater than 18 inches below the surface.

(H) Erosion control measures must be used to protect the integrity of the evaporation bed.

(Prior Code, 6 TCC 1-9) (Ord. E-19-96, passed 5-29-2019)

#### § 94.34 OPERATION PERMITS FOR A SURFACE DISCHARGE SYSTEM.

(A) No person shall operate, occupy or permit occupancy of any dwelling served by a private sewage disposal system designed for surface discharge or have the potential for surface discharge without a valid operation permit issued by the Health Department. A fee will be associated with the permit and the fee schedule shall be approved by the Board of Health and shall be deposited into the Health Department Fund.

(B) The fee shall be collected by the Health Department on an annual basis with the first fee due at the time an application for an initial construction permit, alteration or extension permit is submitted. Future fees are due December 31 of the next calendar year. If application is submitted after June 30, fees shall be prorated and the following year's fees are to also be paid at that time. Property owners with a surface discharging system installed prior to the effective date of this chapter shall be required to obtain a surface discharge system operating permit upon notification of this Department. The fee shall be deposited into the Health Department Fund. The fee schedule shall be approved by the Board of Health.

(Prior Code, 6 TCC 1-10) Penalty, see § 94.99

#### § 94.35 PORTABLE SANITATION.

(A) The Health Department may require portable toilets and portable potable hand washing units (hand sanitizer alone is not sufficient and must be equipped with potable, running water, hand soap, paper towels, and a waste paper container) for events, gatherings or business sales when an approved public sewer system is not available. The use of private sewage disposal systems for events larger than what the system was originally designed for must also have portable toilets and portable potable hand washing units.

(B) The Health Department shall prescribe the application process and shall require the applicant to submit an application for a portable sanitation permit at least five working days prior to the first operating day of the event, gathering or vendor sale. Permits are only valid for the event dates applied for.

(C) An application for permit shall be completed on forms provided for by the Health Department and shall include the following:

(1) Name, address, telephone number, email and fax number (if applicable) of the operator;



(2) A description of the type of gathering to be held;

(3) Number of people expected to attend the event. It is the responsibility of the employer, property owner or event coordinator to acquire a sufficient number of portable toilets and portable potable hand washing units for the number of persons anticipated;

(4) Dates and times the gathering will be held;

(5) Name, address, telephone number, email and fax number (if applicable) of property owner;

(6) Location of gathering and site plan that includes the following:

(a) Parking area available for patrons;

(b) Location and number of food stands;

(c) Location and number of portable toilets; and

(d) Location and number of portable potable hand washing units.

(7) Name, address and phone number of person or persons hired to provide portable sanitation.

(D) Person or persons hired to provide portable sanitation must be licensed as a portable sanitation business with all work done by certified portable sanitation technicians or portable sanitation technician trainees.

(E) The portable toilets and portable hand washing units shall be serviced at a frequency that maintains the units in a sanitary condition and free of odors and according to the IDPH Private Sewage Disposal Code, Portable Sanitation.

(F) The Health Department may conduct inspections before and/or during an event, gathering or business sales to ensure compliance. Failure to provide adequate portable sanitation may result in revocation of the portable sanitation permit.

(Prior Code, 6 TCC 1-11) (Ord. E-19-96, passed 5-29-2019)

#### § 94.36 HEARINGS.

(A) Any person affected by an order or notice issued by the Health Department in connection with the enforcement of any section of this chapter may file, in the office of the Health Department, a written request for a hearing before the health authority. The health authority shall hold a hearing at a time and place designated by the Health Department within 30 days from the date on which the written request was filed. The petitioner for the hearing shall be notified of the time and the place of the hearing not less than five days prior to the date on which the hearing is to be held. If as a result of the hearing, the health authority finds that strict compliance with the order or notice would cause undue hardship on the petitioner, and that the public health would be adequately protected and substantial

justice done by varying or withdrawing the order or notice, the health authority may modify or withdraw the order or notice and as a condition for such action may, whereas he or she deems necessary, make requirements which are additional to those prescribed in this chapter for the purpose of protecting public health. The health authority shall render a decision within ten days after the date of the hearing which shall be reduced to writing and placed on file in the office of the Health Department as a matter of public record. Any person aggrieved by the decision of the health authority may seek relief therefrom through a hearing before the Board of Health.

(B) Any person aggrieved by the decision of the health authority rendered as the result of a hearing held in accordance with this section may file in the office of the Health Department a written request for a hearing at a time and place designated by the Secretary of the Board of Health within 30 days of the date on which the written request was filed. The petitioner for the hearing shall be notified of the time and place of the hearing not less than five days prior to the date on which the hearing is to be held. If, as a result of facts elicited as a result of the hearing, the Board of Health finds that strict compliance with the decision of the health authority would cause undue hardship on the petitioner, and that the public health would be adequately protected and substantial justice done by granting a variance from the decision of the administrator or acting administration, the Board of Health may grant a variance and as a condition of such variance may, where it deems necessary, make requirements which are additional to those prescribed by this chapter, all for the purpose of properly protecting the public health. The Board of Health will render a decision within ten days after the date of the hearing which shall be reduced to writing and placed on file in the office of the Health Department, and a copy thereof shall be served on the petitioner personally or by delivery to the petitioner by certified mail.

(C) The hearing/meeting procedures are noted below:

(1) The public hearing/meeting procedures will be summarized for all present by the Chairperson;

(2) The Chairperson will announce the subject of each public hearing/meeting, as advertised;

(3) In order to conduct the hearing/meeting within a reasonable time and to keep the subject at hand, we ask that the following rules be observed:

(a) Following the staff presentation the person(s) requesting to comment will be called; and

(b) Each person making a statement will be asked to complete the sign-in sheet prior to the meeting. When your name is called during the hearing/meeting process, please state your name and address for the record.

(D) (1) Please refrain from repeating what has been said before you and please do not involve personalities.

(2) Be as factual as possible.

(3) If there are numerous people in the audience who would like to participate on the issue, and it is known that all represent the same opinion, it is advised that a spokesman be selected to speak for the entire group. A spokesman will thus have the opportunity of speaking for a reasonable length of time, and of presenting a complete case. If this arrangement cannot be made, it may be necessary for the Chairperson to restrict each speaker to a limited amount of time.

(Prior Code, 6 TCC 1-12)

**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jeffrey Litwiller of 4250 Armingdale Rd. Hopedale, IL 61747 to the Hopedale Fire Protection District for a term commencing May 01, 2023 and expiring April 30, 2026.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Jeffrey Litwiller to the Hopedale Fire Protection District and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Jeffrey Litwiller to the Hopedale Fire Protection District.

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

PASSED THIS 26<sup>th</sup> DAY OF April, 2023.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Roger Cramer of 151 Brookview Road, East Peoria, IL 61611 to the East Peoria Sanitary District for a term commencing May 01, 2020 and expiring April 30, 2026.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Roger Cramer to the East Peoria Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorneys Miller, Hall, and Triggs , 416 Main St. #1125, Peoria, IL 61602.

PASSED THIS 26<sup>TH</sup> DAY OF April, 2023.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman



## Tazewell County Board Calendar of Meetings May 2023

<b>Zoning Board of Appeals</b> Duane Lessen, Chair	Tuesday, May 02 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Krehbiel, Nelms, Sinn, Smith
<b>Special ZBA Amendment Hearing</b>	Thursday, May 04 5:30PM – JCCR	Crawford, M. Goddard, Hall, Joesting, Krehbiel, Nelms, Sinn, Smith
<b>Land Use</b> Kim Joesting, Chair	Tuesday, May 09 5:00pm – Jury Room	Crawford, M. Goddard, Hall, Krehbiel, Nelms, Sinn, Smith
<b>Insurance Review</b> David Zimmerman, Chair	No May meeting	S. Goddard, Mingus, Rich-Stimson
<b>Health Services</b> Jay Hall, Chair	Thursday, May 11 5:30pm – TCHD	Sinn, S. Goddard, Hagaman, Longfellow, Paget, Smith
<b>Board of Health</b>	Monday, May 22 6:30pm - TCHD	Hall
<b>Transportation</b> Greg Menold, Chair	Tuesday, May 23 1:30pm - Tremont	Proehl, Crawford, Deppert, Hall, Harris, Nelms, Paget
<b>Property</b> Greg Longfellow, Chair	Tuesday, May 23 3:30pm – JCCR	Mingus, Atkins, M. Goddard, Graff, Hagaman, Joesting, Rich-Stimson, Schneider
<b>Finance</b> Nick Graff, Chair	Tuesday, May 23 following Property – JCCR	Schneider, Atkins, Deppert, S. Goddard, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Rich-Stimson
<b>Human Resources</b> Tammy Rich-Stimson, Chair	Tuesday, May 23 following Finance – JCCR	Harris, Atkins, Deppert, S. Goddard, Graff, Krehbiel, Longfellow, Menold, Mingus, Proehl, Schneider
<b>Risk Management</b> David Zimmerman, Chair	Wednesday, May 24 4:00pm – Jury Room	Harris, Atkins, Graff, Hall, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
<b>Executive</b> David Zimmerman, Chair	Wednesday, May 24 following Risk Management	Harris, Atkins, Graff, Hall, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
<b>Memorial Day Holiday</b>	Monday, May 29	County Offices Closed
<b>County Board</b>	Wednesday, May 31 6:00 pm – JCCR	All County Board Members