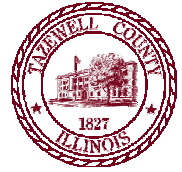


Tazewell County Board

Wednesday, September 27, 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
101 S. Capitol Street
Pekin, Illinois 61554

Wednesday, September 27, 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
- E. Presentation: Wolf Carbon Solutions US LLC
- F. Approve the minutes of the August 30, 2023 County Board Proceedings
- G. In-Place Executive Committee Meeting
- H. Consent Agenda:

Special Waste Review

- SWR-23-01 1. Approve GFL Environmental's request for a special waste at Tazewell County Landfill, Inc., also known as Indian Creek Landfill

Property

- P-23-11 2. Approve change order #1 with River City Demolition for Project No. 2023-P-05

Finance

- F-23-36 3. Approve bid rejection for the single bid for assessment software from Tyler Technologies
- F-23-37 4. Approve budget transfer for Supervisor of Assessment, GIS Division
- F-23-38 5. Approve budget transfers for FY 2023 salaries

Human Resources

- HR-23-15 6. Approve changes to the health insurance plan

Risk

- RM-23-06 7. Approve insurance broker service agreement for property and casualty insurance programs

Executive

- E-23-106 8. Approve Tazewell County Title VI Program
- E-23-125 9. Approve the fifteenth invoice from Kenyon & Associates for Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248591
- E-23-126 10. Approve fourth change order for the Community Development Block Grant Revolving Loan Closeout – Sidewalks, Grant #18-248952
- E-23-127 11. Approve payment for activity delivery services for the Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248591 per contractual agreement.
- E-23-128 12. 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-23-132 13. Approve County Delinquent Tax Sale resolution.
- E-23-133 14. Approve emergency declaration for removal of asbestos from windows of the McKenzie Building
- E-23-134 15. Approve termination of Administrative Services Agreement with IPMG
Upon approval of in-place meeting
- E-23-135 16. Approve consulting agreement with Wyman Group - (*resolution to be presented at meeting*)
Upon approval of in-place meeting

Appointments and Reappointments

- E-23-122 17. Reappointment of Dennis Hallstein to the West Fork Drainage District
- E-23-123 18. Reappointment of Raymond Woodrow to the Union Drainage District No. 1
- E-23-124 19. Reappointment of Mark Weyhrich to the Union Drainage District No. 1

E-23-130 20. Appointment of Monica Whetstone to the East Peoria Drainage and Levee District

I. Unfinished Business

J. New Business

K. Review of approved bills

L. Approve the October 2023 Calendar of Meetings

M. Recess to October 25, 2023

Chairman David Zimmerman
Kim D. Joesting, Dist. 1
Nancy Proehl, Dist. 1
Mark Goddard, Dist. 1
Kaden Nelms, Dist. 1
Nick Graff, Dist. 2
Greg Menold, Dist. 2
Greg Sinn, Dist. 2
Sierra Smith, Dist. 3
Dave Mingus, Dist. 3
Tammy Rich-Stimson, Dist. 3



John C. Ackerman
County Clerk

Vice Chairman, Michael Harris, Dist. 3
Jay Hall, Dist. 1
Michael Deppert, Dist. 1
Sam Goddard, Dist. 1
Vivian Hagamann, Dist. 2
Maxwell Schneider, Dist. 2
Roy Paget, Dist. 2
Randi Krehbiel, Dist. 2
Russ Crawford, Dist. 3
William (Bill) Atkins, Dist. 3
Greg Longfellow, Dist. 3

**TAZEWELL COUNTY BOARD
MEETING MINUTES
WEDNESDAY AUGUST 30, 2023
6:00 PM**

James Carius Community Room, Tazewell Law & Justice Center,
101 S. Capitol Street, Pekin, Illinois 61554

ROLL CALL BY COUNTY CLERK

Attendance was taken by Roll Call and the following members of the board were present: Chairman Zimmerman, Vice Chairman Michael Harris, Members Atkins, Crawford, Deppert, Mark Goddard, Sam Goddard, Hagaman, Joesting, Krehbiel, Longfellow, Menold, Mingus, Nelms, Paget, Proehl, Rich-Stimson, Schneider, Sinn, Smith - 20. Absent: Graff, Hall – 2.

INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Zimmerman led the invocation followed by the Pledge of Allegiance.

COMMUNICATION FROM MEMBERS OF THE PUBLIC AND COUNTY EMPLOYEES

Tim Baer, a concerned citizen, voiced concerns with safety issues concerning wind turbines and solar panel installation. He encouraged the Tazewell County Board to adopt reasonable setback requirements that include a proper safety margin for both Wind Turbines & Solar Panels.

COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS

County Clerk John C. Ackerman spoke on the World War II Veteran Project. He stated only 19 World War II veterans are still alive in Tazewell County and he was looking for ways to honor these individuals.

Member Harris voiced concern with the upcoming budget meetings in regards to the County Clerk/Recorder Budget.

TAZEWELL COUNTY BOARD MINUTES AUGUST 30, 2023

PRESENTATION: TransPort Heart of Illinois Regional Port District Presentation

Robert Sinkler, Executive Coordinating Director Corn Belt Ports, provided a power point presentation to the board. He explained the importance of having a port in the region and the economic impact on the surrounding communities.

PRESENTATION: Citizens Against Predatory Pipelines

The following citizens spoke about their concerns for the CO2 pipeline project:

Robin Miller, a concerned citizen, voiced his opposition to the proposed CO2 pipeline proposed in Tazewell County.

Kimberly Strack, a concerned citizen, spoke on the extensive training that EMS personnel would need to address a disaster caused by the pipeline. She voiced concerns for wildlife in the area of the pipeline.

Jeff Damon, a Pekin resident, spoke on his experience working in a factory for 27 years and his concern with the CO2 release values.

Karl Lutz, a business owner, spoke on the dangers of the pipeline and how even a small leak would affect the surrounding area.

Matthew Johnson, a Pekin resident, stated he opposed the CO2 pipeline. He questioned who is paying for the pipeline, which direction would the pipeline be going and who would be using the CO2.

Lisa Linton, a concerned citizen, spoke on her opposition to the pipeline. She indicated she was concerned with the pipeline constructed close to schools and churches.

Robin Nolting, an Environmental activist, spoke on her opposition to the pipeline and the effect on water supply in the area.

Tracy Fox, member of Central Illinois Healthy Community Alliance/Citizens Against Predatory Pipelines, provided a power point presentation describing the dangers of the CO2 pipeline. She stated a pipeline was being proposed to run from Iowa to Decatur, Illinois and it was planned to be built in parts of Tazewell County. She explained that CO2 was odorless, which displaces oxygen. She encouraged the Tazewell County Board to pass a resolution of opposition or enact a moratorium pertaining to this matter.

Elton Rocke, a South Pekin resident, voiced concern about the pipeline and the effect on farming communities. He challenged the board to investigate and learn more about this issue. He spoke on the dangers that CO2 could have on the community if a disaster would ever happen.

TAZEWELL COUNTY BOARD MINUTES AUGUST 30, 2023

APPROVE THE MINUTES OF THE JULY 26, 2023, COUNTY BOARD MEETING

Member Atkins moved to approve the minutes of the Board Meeting held on July 26, 2023, as printed; seconded by Member Deppert. Motion to approve the minutes as printed were approved by voice vote of 19 Yeas, 0 Nays.

IN-PLACE TRANSPORTATION COMMITTEE MEETING

Meeting started at 6:52 PM and ended at 6:54 PM.

IN-PLACE EXECUTIVE COMMITTEE MEETING

Meeting started at 6:54 PM and ended at 6:58 PM.

CONSENT AGENDA

- 1. Health Services: Approve the cost distribution plan of the Intergovernmental Agreements for Animal and Rabies Control Services, RESOLUTION HS-23-22.**
- 2. Land Use: Approve Case No. 23-42-S – Taz Co IL S1, LLC, Special Use, Delavan Twp., RESOLUTION LU-23-15.**
- 3. Land Use: Approve Case No. 23-43-Z – Cynthia Wallen, Rezoning, Groveland Twp., RESOLUTION LU-23-16.**
- 4. Land Use: Approve Case No. 23-44-Z – DDC Propane/Morton Twp., Rezoning, RESOLUTION LU-23-17.**
- 5. Transportation: Approve updated Local Public Agency Engineering Services Agreement (BLR 05530) - Guardrail, RESOLUTION T-23-20. Upon approval of In-Place meeting**
- 6. Finance: Approve the Equipment Sale Agreement with Siemens Healthineers for a new drug testing analyzer, RESOLUTION F-23-33.**
- 7. Finance: Approve budget transfer for Community Development, RESOLUTION F-23-35.**
- 8. Human Resources: Approve correction in the County's Health Insurance Plan Document, RESOLUTION HR-23-12.**
- 9. Human Resources: Approve creation of position of Assistant Facilities Director, RESOLUTION HR-23-13.**
- 10. Human Resources: Approve changes to Facilities Department job descriptions, RESOLUTION HR-23-14.**

TAZEWELL COUNTY BOARD MINUTES AUGUST 30, 2023

11. **Human Resources: Approve participation in the Health Fair, RESOLUTION HR-23-15.**
12. **Human Resources: Approve the Collective Bargaining Agreement with the Control Room Operators, RESOLUTION HR-23-11. Item pulled from Agenda.**
13. **Risk Management: Approve Worker's Compensation settlement of Case WC-23-03, RESOLUTION RM-23-05.**
14. **Executive: Approve the Ordinance fixing the Budget for the HLA SSA for FY24, RESOLUTION E-23-118.**
15. **Executive: Approve the Levy and Assessment of Taxes for FY24, RESOLUTION E-23-119.**
16. **Executive: Approve the third change order for the Community Development Block Grant Revolving Loan Closeout Grant 18-248591, RESOLUTION E-23-113.**
17. **Executive: Approve the thirteenth invoice from Kenyon & Associates for Community Development Block Grant Revolving Loan Closeout – Buildings, Grant # 18-248591, RESOLUTION E-23-114.**
18. **Executive: Approve discontinuing practice of committee members signing resolutions, RESOLUTION E-23-121.**
19. **Executive: Approve the Decommissioning Agreement for DG Sand Prairie Solar, LLC, RESOLUTION E-23-120. Upon approval of In-Place meeting.**

Member Crawford moved to approve the Consent Agenda items as outlined in the agenda packet; seconded by Member Mingus. The Consent Agenda was approved by voice vote of 19 Yeas; 0 Nays.

The following items were removed from the Consent Agenda for further discussion:

Item 1 Health Services: In response to Member Proehl's question regarding notifying municipalities about increases, Animal Control Director Libby Aeschleman indicated she had ongoing conversations with them. She stated increases are based on services provided. Member Sinn stated the fee increases were discussed and the increase would be over a period of four years. Member Crawford stated it was important that Tazewell County Animal Control collect enough revenue to cover their cost. Member Proehl motioned to approve the cost distribution plan of the Intergovernmental Agreements for Animal and Rabies Control Services; seconded by Member Menold. Motion passed by voice vote of 19 Yeas; 0 Nays.

TAZEWELL COUNTY BOARD MINUTES AUGUST 30, 2023

Item 2 Land Use: Member Harris stated he opposed the special use. Member Crawford motioned to approve Case No. 23-42-S- Taz Co IL S1, LLC, Special Use, Delavan Township; seconded by Member Menold. Motion passed by voice vote of 18 Yeas; 1 Nay – Harris.

Item 5 Transportation: Member Crawford moved to approve updated Local Public Agency Engineering Services Agreement (BLR 05530) - Guardrail; seconded by Member Longfellow. Motion passed by voice vote of 19 Yeas; 0 Nays.

Item 18 Executive: Member Sinn voiced concern with removing signatures from the board resolutions. Member Atkins motioned to approve discontinuing practice of committee members signing resolutions; seconded by Member Sam Goddard. Motion passed by voice vote of 17 Yeas; 2 Nays – Nelms, Sinn.

Item 19 Executive: Member Rich-Stimson motioned to approve the Decommissioning Agreement for DG Sand and Prairie Solar LLC; seconded by Member Atkins. Motion passed by voice vote of 17 Yeas; 2 Nays – Harris, Proehl.

APPOINTMENTS/REAPPOINTMENTS

E-23-115: Member Nelms moved to Reappoint Verne Herrman to the Mackinaw River Levee & Drainage District; seconded by Member Rich-Stimson. Resolution E-23-115 was approved by voice vote of 19 Yeas; 0 Nays.

E-23-116: Member Nelms moved to Reappoint Wallace Varney to the Cincinnati Drainage and Levee District; seconded by Member Rich-Stimson. Resolution E-23-116 was approved by voice vote of 19 Yeas; 0 Nays.

E-23-117: Member Nelms moved to Reappoint Scott Kammeyer to the Spring Lake Drainage District; seconded by Member Rich-Stimson. Resolution E-23-117 was approved by voice vote of 19 Yeas; 0 Nays.

UNFINISHED BUSINESS

It was determined no unfinished business for the board at this time.

NEW BUSINESS

It was determined no new business for the board at this time.

Review of approved bills.

Board Members reviewed the approved bills as presented.

TAZEWELL COUNTY BOARD MINUTES AUGUST 30, 2023

APPROVE THE SEPTEMBER 2023 CALENDAR

Member Joesting moved to approve the September 2023 calendar; seconded by Member Nelms. Motion to approve the September 2023 calendar was approved by voice vote of 19 Yeas; 0 Nays.

ADJOURNMENT

Chairman Zimmerman announced the Equalization factor was applied to properties in Tazewell County.

He stated the county was moving forward with their building plans for a new justice center using money in reserves along with ARPA money to fund the project. He indicated improvements to the jail and McKenzie building were also planned.

Chairman Zimmerman stated representatives from Wolf Carbon would be at the next Tazewell County Board Meeting to discuss the CO2 Pipeline project.

There being no further business before the Board, Board Chairman Zimmerman announced the meeting was adjourned. The Tazewell County Board Meeting adjourned at 7:09 PM. The next scheduled County Board meeting will be September 27, 2023.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, GFL Environmental has requested a special waste at Tazewell County Landfill, Inc., also known as Indian Creek Landfill; and

WHEREAS, GFL has provided the following description of the request:

“The waste stream we would like to get approval as a special waste is generated by Alter Trading Corporation (“Alter”). Alter owns and operates metal recycling facilities within the State of Illinois and its adjoining states. Through its ISO 140001-certified Environmental Management System, Alter standardizes and maintains consistent environmental procedures throughout its metal recycling operations, which accepts non-ferrous and ferrous metal, including automobiles and appliances. Scrap metal is delivered by commercial dealers via truck or by peddlers and individuals via passenger vehicles and trailers. Once purchased, scrap metal is sorted by material grades and processed according to consumer specifications, which may include mechanical shredding. The shredding process generates furnace-ready ferrous metal and a shredder aggregate that is transferred to a separation plant for recovery of nonferrous metals. Both Alter’s shredding and its nonferrous recovery facilities generate an industrial waste referred to as shredder “fluff”/Auto Shredder Residue, for which recovery of any remaining metals is deemed not technically nor economically achievable. This waste stream may be disposed in Illinois landfills, and therefore, pursuant to 415 ILCS 5/22.29, is considered a special waste unless exempted through an approved Operations Plan”; and

WHEREAS, Illinois EPA has indicated this should be managed as a special waste going forward. Alter is committed to providing waste characterization data for representative fluff samples and ongoing sampling protocol to continue to demonstrate that any waste generated is not hazardous waste [415 ILCS 5/22.29(b)(6)-(7)]; and

WHEREAS, Tazewell County Landfill Inc., is committed to following all the conditions in IEPA BOL Permit No. 2001-391-LFM where ASR is approved and can be used as an alternate daily cover with conditions and appropriate for landfill operations.

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

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

PASSED THIS 27TH DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

P-23-11

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:

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve change order #1 for River City Demolition, Inc., to provide for additional asbestos abatement for the Arcade Building that had not been identified during asbestos testing (Project No. 2023-P-05); and

WHEREAS, the project will be at a cost of \$17,600; 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 Finance Office, the Building and Grounds Superintendent and the Auditor of this action

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

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 reject the single bid for the assessment software program from Tyler Technologies (Project 2023-F-04); and

WHEREAS, the sole proposal received included an implementation cost of \$627,000 and \$250,741.00 in yearly costs, which exceeded the budgeted amount; and

WHEREAS, the County Administrator recommends rejecting the submitted bid and authorizes reissuance of the bid document.

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 Finance Office, Supervisor of Assessments, and the Auditor of this action.

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County - Proposals Received

Proposal Opening : August 22, 2023 @ 2:00 p.m.

Request for Proposals # 2023-F-04

Project: Real Property Computer Assisted Mass Appraisal (CAMA) System

Qualifications Provider:	Tyler Technologies			
Date/Time Received	8/18/23 10:00 a.m.			
Received Addendum	yes			
Complete Packet Received	yes			

COMMITTEE REPORT

F-23-37

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 Supervisor of Assessments, GIS Division:

- Transfer \$20,000 from GIS Flyover/data(232-622-5236) to Software Maintenance Line Item (232-622-5200); and

WHEREAS, the transfer of funds is to complete the purchase of a maintenance contract to support the additional ESRI ArcGIS license(s) recently purchased during the remaining conversion period, which was not anticipated for the FY23 budget; and

WHEREAS, the funds are available for transfer due to the cost savings of the amended 2023 aerial imagery contract with Eagleview earlier this year.

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 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



TAZEWELL COUNTY SUPERVISOR OF ASSESSMENTS

Nicole Jones, Chief County Assessment
Officer 11 South Fourth Street McKenzie
Building, Suite 410
Pekin, Illinois 61554-4206
Phone: (309) 477-2275
Fax: (309) 477-2204

TO: Chairman Graff and Finance Committee

FROM: Nicole Jones, CCAO

DATE: September 11th, 2023

SUBJECT: Line Item Transfer Request for G.I.S. Office

I respectfully request the following transfer within the GIS Budget for

\$20,000 from GIS Flyover/data #232-622-5236 to
Software Maintenance #232-622-5200.

The transfer will allow for a purchase of a maintenance contract to support the additional ESRI ArcGIS license(s) recently purchased during the remaining conversion period, which was not anticipated for the FY23 Budget.

The funds are available for transfer due to the cost savings of the amended 2023 aerial imagery contract with Eagleview earlier this year.

Thank you for your consideration. Please feel free to contact me at your convenience if you have further questions.

NJ

COMMITTEE REPORT

F-23-38

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 budget transfers for employee raises as outlined on the attachment to this Resolution; and

WHEREAS, the funds were budgeted in adjustment lines in the fiscal year 2023 budget and are now being distributed to individual accounts.

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

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

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County

Personnel Expense Budget Transfers from Adjustments Line Due to Korn Ferry Study

GL Code	GL Title	DEBIT	CREDIT
100-100	Circuit Clerk		
5001	Management / Supervisor	21,000	
5070	Social Security	970	
100-120	Public Defender		
5003	Support Staff	9,500	
100-130	Courts		
5002	Professional / Technical	3,200	
100-131	Court Services		
5000	Department Head	7,100	
5001	Management / Supervisor	35,500	
5003	Support Staff	10,500	
100-200	Sheriff		
5001	Management / Supervisor	5,007	
5002	Professional / Technical	2,500	
5005	Part Time	12,900	
5018	Deputy Command Officers	24,800	
5070	Social Security	3,458	
100-201	Jail		
5001	Management / Supervisor	4,350	
5019	Jail Command Officers	36,000	
5070	Social Security	3,087	
5080	IMRF	3,040	
100-202	Sheriff - Clerical		
5003	Support Staff	12,500	
5064	Clerical Overtime	16,500	
5070	Social Security	1,400	
5080	IMRF	2,400	
100-220	EMA		
5000	Department Head	8,500	
5070	Social Security	500	
5080	IMRF	300	
100-230	Coroner		
5002	Professional / Technical	2,600	
5003	Support Staff	1,500	
5070	Social Security	350	
5080	IMRF	309	

211-400	Highway		
5003	Support Staff	5,300	
211-400-5649	Adjustments		5300

220-500	County Health		
5004	Maintenance	6,500	
5060	Overtime Premium	1,650	
220-502	Co Health - 21 Century Schools		
5015	On Call	4,030	
220-500-5649	Adjustments		12,180

230-550	VA		
5000	Department Head	1,500	
5005	Part Time	360	
230-550-5649	Adjustments		1,860

231-530	Animal Control		
5002	Professional / Technical	2,700	
5003	Support Staff	9,700	
5037	Animal Control Officers	7,600	
5038	Kennel Services	4,600	
5080	IMRF	1,853	
231-530-5649	Adjustments		26,453

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Human Resource Committee recommends to the County Board to make changes and additions in the County’s Health Insurance Plan document; and

WHEREAS, as outlined in the attached summary of benefits, two additional health plan options would be available, Mid-Level PPO Plan and Qualified PPO Plan; and

WHEREAS, changes to the current plan are as follows:

1. Authorization required for all advanced imaging services (MRI, CT, Angiography, PET Scan, Nuclear Medicine);
2. Emergency Room copay increased from \$150 to \$300 per visit;
3. Urgent Care copay set to \$75 per visit now instead of subject to the deductible, then 10% coinsurance; and
4. In Office Physician Services (x-ray, advanced imaging, labs, surgery) made subject to the deductible and 20% coinsurance, instead of \$25 copay; and

WHEREAS, it is recommended that the County move to a fully insured dental plan through Metlife as shown in the attachment.

THEREFORE BE IT RESOLVED that the County Board approves the recommendations and directs IPMG to incorporate the changes into the health and dental plans.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Human Resources Department, the Payroll Division and IPMG of this action in order that this resolution be fully implemented.

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

HEALTH CARE COVERAGE HIGHLIGHTS	TRADITIONAL PPO PLAN		MID-LEVEL PPO PLAN		QUALIFIED PPO PLAN	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
INDIVIDUAL DEDUCTIBLE	\$500	\$500	\$1,000	\$1,000	\$3,200	\$3,200
FAMILY DEDUCTIBLE	\$1,000	\$1,000	\$2,000	\$2,000	\$4,000	\$4,000
INDIVIDUAL OUT OF POCKET MAXIMUM	\$1,300	\$1,300	\$2,000	\$2,000	\$6,000	\$6,000
FAMILY OUT OF POCKET MAXIMUM	\$2,600	\$2,600	\$4,000	\$4,000	\$8,000	\$8,000
PHYSICIAN OFFICE VISIT	\$25 copayment per visit	Deductible, then 20% coinsurance	\$25 copayment per visit	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
TELEDOC VIRTUAL OR TELEPHONIC VISIT	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived
URGENT CARE	\$75 copayment per visit*	\$75 copayment per visit*	\$75 copayment per visit	\$75 copayment per visit	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
EMERGENCY ROOM	\$300 copayment per visit*	\$300 copayment per visit*	\$300 copayment per visit	\$300 copayment per visit	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
AMBULANCE	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
HOSPITALIZATION						
• Facility	Deductible, then 10% coinsurance	Deductible, then 20% coinsurance	Deductible, then 10% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
• Inpatient Services including Inpatient Physician Charges, Surgery Services, Hospital Care	Deductible, then 20% coinsurance		Deductible, then 20% coinsurance		Deductible, then 20% coinsurance	
OUTPATIENT SERVICES & PHYSICIAN CHARGES						
• Facility	Deductible, then 10% coinsurance	Deductible, then 20% coinsurance	Deductible, then 10% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
• Outpatient Physician Surgery Services	Deductible, then 20% coinsurance		Deductible, then 20% coinsurance		Deductible, then 20% coinsurance	
• Advanced Imaging, Labs, X-Rays						
PREVENTATIVE CARE	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived
ANNUAL MAMMOGRAM	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived
• regardless of diagnosis						
COMPREHENSIVE BREAST ULTRASOUNDS	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived
• If mammogram demonstrates medical necessity by referring physician						
GENETIC TESTING	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived
ROUTINE PRENATAL SERVICES	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived	No Charge; Deductible Waived
IN OFFICE PHYSICIAN SERVICES						
• X-Ray and Advanced Imaging Services	Deductible, then 20% coinsurance*	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
• Lab Services					Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
• Surgery Services					Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
					Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
ALL OTHER COVERED SERVICES	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
PRESCRIPTION DRUG BENEFITS						
Pharmacy Option:						
• Generic	\$12 copayment per drug		\$12 copayment per drug		Deductible, then 20% coinsurance	
• Formulary	\$30 copayment per drug		\$30 copayment per drug		Deductible, then 20% coinsurance	
• Non-Formulary and Specialty	\$50 copayment per drug		\$50 copayment per drug		Deductible, then 20% coinsurance	
Mail Order Option:						
• Generic	\$24 copayment per drug		\$24 copayment per drug		Deductible, then 20% coinsurance	
• Formulary	\$60 copayment per drug		\$60 copayment per drug		Deductible, then 20% coinsurance	
• Non-Formulary	\$100 copayment per drug		\$100 copayment per drug		Deductible, then 20% coinsurance	

Prior authorization is required for all scheduled outpatient surgical procedures and advanced medical imaging such as CT, MRI, MRA, PET, nuclear medicine, and nuclear cardiology.

Services performed during a medical emergency do not require prior authorization.

Pre-certification is required for all inpatient hospitalizations - within 48 hours prior to any scheduled inpatient hospitalizations and within 24 hours after an emergency inpatient admission.

***CHANGES FROM PREVIOUS PLAN**

1. Authorization required for all advanced imaging services (CT, MRI, MRA, PET, nuclear medicine, nuclear cardiology) and outpatient surgeries.
2. Emergency Room copay increase from \$150 to \$300 per visit (in-network).
3. Urgent Care has a copay of \$75 per visit now instead of subject to the deductible, then 10% coinsurance (in-network).
4. In Office Physician Services (x-ray, advanced imaging, labs, surgery) are now subject to the deductible, 20% coinsurance instead of \$25 copay (in-network).

DENTAL COVERAGE HIGHLIGHTS	CURRENT SELF-FUNDED PLAN
INDIVIDUAL DEDUCTIBLE	\$75
FAMILY DEDUCTIBLE	\$100
CALENDAR YEAR MAXIMUM	\$1,000
ORTHODONTIA LIFETIME MAXIMUM	\$1,000 ALL CHILDREN
CLASS 1 SERVICES (PREVENTATIVE CARE)	MEMBER PAYS 0%
CLASS 2 SERVICES (REPAIR & RESTORATION)	MEMBER PAYS 20%
CLASS 3 SERVICES (MAJOR DENTAL REPAIR)	MEMBER PAYS 50%
CLASS 4 SERVICES (ORTHODONTIA)	MEMBER PAYS 50%

DENTAL COVERAGE HIGHLIGHTS	METLIFE FULLY-FUNDED PLAN	
	IN-NETWORK	OUT-OF-NETWORK
INDIVIDUAL DEDUCTIBLE	\$50	\$50
FAMILY DEDUCTIBLE	\$100	\$100
CALENDAR YEAR MAXIMUM	\$2,000	\$2,000
ORTHODONTIA LIFETIME MAXIMUM	\$1,500 PER CHILD	\$1,500 PER CHILD
TYPE A SERVICES - PREVENTATIVE	MEMBER PAYS 0%	MEMBER PAYS 0%
TYPE B SERVICES - BASIC	MEMBER PAYS 20%	MEMBER PAYS 20%
TYPE C SERVICES - MAJOR	MEMBER PAYS 50%	MEMBER PAYS 50%
ORTHODONTIA	MEMBER PAYS 50%	MEMBER PAYS 50%

COMMITTEE REPORT

RM-23-06

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Risk Committee recommends to the County Board to approve an insurance broker service agreement with Envision Insurance Group for property and casualty insurance programs; and

WHEREAS, Envision Insurance Group was selected as Tazewell County's property and casualty insurance broker for FY23 through a bidding process; and

WHEREAS, the agreement is for a two year term at a cost of \$28,000 annually.

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 Finance Office, Jim Cummings, and the Auditor of this action.

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**INSURANCE BROKER SERVICE AGREEMENT BETWEEN
TAZEWELL COUNTY, ILLINOIS AND ENVISION INSURANCE GROUP**

This INSURANCE BROKER SERVICE AGREEMENT, (“Agreement”) is entered into the 1st day of December 2023 by and between Tazewell County, whose principal offices are located at 11 South 4th Street, Suite 432, Pekin, Illinois 61554; and Envision Insurance Group, (“Broker”) an Illinois Corporation whose principal office is located at 150 South Main Street, Suite B, Morton, IL 61550.

RECITALS

WHEREAS Tazewell County wishes to secure an Agreement for professional insurance brokerage services relating to the placement of Tazewell County’s commercial property and casualty insurance programs; and

WHEREAS Broker has presented a proposal to provide such services to Tazewell County that Tazewell County finds reasonable and acceptable;

NOW THEREFORE, for and in consideration of the provisions and conditions set forth in this Agreement, Tazewell County and Broker agree as follows:

I. SCOPE OF SERVICES

Broker agrees to provide the services outlined below with respect to the Tazewell County’s 2023/2024, and 2024/2025 annual coverage term of commercial property and casualty insurance program. Certain services may be provided directly by the insurance carrier, in which case the Broker will provide oversight.

A. Commercial Property and Casualty Insurance Program Design

1. Consolidated Plan Design
2. Exposure data collection, compilation, and review
3. Consulting services in all areas of commercial property and casualty
4. Review and analysis of appropriate and adequate coverage levels
5. Ongoing communication with Tazewell County as it relates to upcoming and anticipated changes or needs in commercial property and casualty insurance program.

B. Marketing and Quotation Services

1. Coordinate overall marketing process
2. Recommend carriers and assist in selection
3. Write coverage program specifications
4. Submit complete and accurate requests for proposals to selected insurance carriers
5. Coordinate carrier interviews if necessary
6. Coordinate carrier loss control inspections if necessary
7. Provide coverage recommendations to Tazewell County
8. Complete final negotiations with selected insurance carriers
9. Facilitate the binding and implementation of all insurance policies
10. Provide Tazewell County proof of all coverage including Auto ID cards for entire fleet

11. Review all policies for adequacy and compliance with requested coverage and provide feedback as needed regarding management of risks
12. Review all policies for accuracy when received from carriers

C. Service Requests

1. Provide Certificates of Insurance for all parties with a financial interest
2. Coordinate communications process among Tazewell County, Broker, and insurance carriers
3. Process any change requests made by Tazewell County
4. Assist in any billing or payment questions
5. Act as a representative and at end County Safety Meetings and provide required reports to address current losses and trends

D. Claims Services Coordination

1. Establish the claims reporting process and communicate with Tazewell County
2. Determine the type of claims history reports that will be needed and coordinate claim reporting data accordingly
3. Monitor claim activity for timeliness response and adjudication, and overall carrier claims administration
4. Provide claim history information to Tazewell County on an agreed upon basis
5. Monitor claim reserve activity and participate with Tazewell County in periodic reviews with insurance carriers
6. Provide restitution services to recoup any loss that is not covered by the insurance carrier – vehicle damage and/or total loss as well as third party liability below the deductible amount

E. Stewardship Report

1. Provide mid-term status report to Tazewell County as it relates to commercial property and casualty insurance program

F. Client Communication

1. Respond to all inquiries from all personnel at Tazewell County on a timely basis, including returning phone calls or emails the same business day.

G. Risk Management Services Provided

1. Broker will represent Tazewell County, as directed, in any negotiations with insurers or prospective insurers and other parties regarding insurance matters
2. Broker will coordinate all risk management services provided by insurance carriers
3. Broker will coordinate online accessibility to risk management resources
4. Broker will provide login credentials for “My Wave”, HRconnection” and “Broker Briefcase” to selected stakeholders at Tazewell County
5. Broker will provide required OSHA training materials to remain compliant

II. TERM

This Agreement shall commence and be effective December 1, 2023, and end November 30, 2025, unless extended or terminated as otherwise agreed by the parties.

III. FEE

For the services provided by the Broker pursuant to the Agreement, Tazewell County agrees to pay Broker a fee of TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$28,000.00) annually, payable in two equal payments of \$14,000.00 each as follows:

1. \$14,000.00 not later than December 1, 2023,
2. \$14,000.00 not later than May 1, 2024,
3. \$14,000.00 not later than December 1, 2024; and
4. \$14,000.00 not later than May 1, 2025.

Each semi-annual payment represents a prepayment of the services to be provided during the six months following the payment due date.

These fees include the cost of continuing to assist with claims beyond the annual coverage term when the incident occurred during the term of this Agreement.

The Broker shall not receive a commission from insurance carriers on policies entered into by Tazewell County.

IV. INSURANCE

At all times during the course of this Agreement, Broker shall keep in full force and effect professional liability insurance coverage in the amount not less than \$1,000,000.00 per occurrence. Broker's insurance coverage must provide that it shall not be terminated or decreased below the minimum required coverage amounts without earlier than 30 days after Tazewell County receives notice of the reduction or termination in coverage.

V. ADDITIONAL PROVISIONS

- A. Amendments:** This Agreement may be modified or amended only by the written agreement of the parties hereto.
- B. Entire Agreement:** This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, resolutions, and understandings, if any, by and/or between the parties respecting such matters.
- C. Notices:** Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Broker:
Tim Neuhauser
Envision Insurance Group

150 S Main Street Suite B
Morton, IL 61550

If to Tazewell County:
Mr. Mike Deluhery
Tazewell County Administrator
11 S. 4th Street Suite 432
Pekin, IL 61554

D. Disclosure Notice: This Agreement shall serve as notice under 215 ILCS 5/500-80(e).

E. Seeking Proposals: Nothing in this Agreement shall preclude Tazewell County from seeking proposals, issuing bids, or contracting with another party related to services to be provided for the annual coverage term beginning on December 1, 2025 or when writ en notice of termination has been provided. The Broker shall provide the reports and documentation related to claims that are necessary to seek proposals.

VI. TERMINATION

This agreement may only be terminated by either party, by providing 60 day writ en notice to the contacts identified in this Agreement. As provided in 215 ILCS 5/500-80(e), in the event that an insurance policy or contract is cancelled within 90 days following the inception date, a prorated portion of the fee listed in Section III shall be refunded to Tazewell County within 30 days after the Broker receives proper documentation that the corresponding insurance policy or contract has been cancelled. At no time shall the Broker charge Tazewell County a fee or compensation for cancellation of any insurance policy or contract.

In the event that the agreement is terminated by either party, a prorated portion of the prepaid fees listed in Section III shall be refunded to Tazewell County with 30 days of the termination date.

AGREED by the parties hereto as indicated by the signatures of the authorized representatives below.

Tazewell County

Envision Insurance Group

By: _____
David Zimmerman
Tazewell County Board Chairman

By: _____
Timothy D Neuhauser, CIC, CRM
Senior Account Executive

Date: _____

Date: _____

At est:

By: _____
John Ackerman
Tazewell County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve the attached Tazewell County Title VI Program; and

WHEREAS, Title VI of the Civil Rights Act of 1964, as amended, requires that “no person in the United States shall, on the grounds of race, color, or nation origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

WHEREAS, Tazewell County contracts with TCRC dba We Care, Inc., to provide transportation services for the residents of Tazewell County; and

WHEREAS, TCRC dba We Care, Inc., is funded through Federal Funds; and

WHEREAS, the FTA requires recipients and sub-recipients of federal public transportation funds to submit, every three years, a Title VI update as a condition of receipt of FTA financial assistance; and

WHEREAS, it is the intent of Tazewell County to adopt the 2023 to 2026 Title VI Program with subsequent submission to the FTA.

THEREFORE BE IT RESOLVED THAT:

1. That the Tazewell County Board hereby authorizes and adopts the Title VI Program.
2. That the Tazewell County Board Chairman, or his designee, is hereby authorized to administer to provide such information as may be required to submit the Title VI Program for the FTA.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Department, Human Resources Department, Tazewell County PCOM, WeCare, Inc., and the Auditor of this action.

PASSED THIS 27th OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

TAZEWELL COUNTY TITLE VI PROGRAM

Purpose Introduction:

Tazewell County is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of any of Tazewell County services on the basis of race, color, or national origin. The contents of this program have been prepared in accordance with Section 601 of Title VI of the Civil Rights Act of 1964 and Executive Order 13116.

Tazewell County is committed to a workplace complaint to Title VI of the Civil Rights Act of 1964.

Under the Civil Rights Act of 1964, and as a recipient of federal funding under the programs of the Federal Transit Administration (FTA) and the US Department of Transportation, Tazewell County has an obligation to ensure that:

- A program is in place for correcting any discrimination, whether intentional or unintentional;
- The benefits of services that are provided within the County are shared equitably throughout the county;
- No one is precluded from participating in Tazewell County's service planning and development process;
- The level and quality of services are sufficient to provide equal access to all riders in its service area;
- Decisions regarding service changes or facility locations are made without regard to race, color, or national origin.

Definitions:

Tazewell County recognizes that the definitions in Chapter 53 of title 49, United States Code, and in 49 CFR part 21 apply to FTA Circular 4702.1 B. Tazewell County uses the following definitions:

Discrimination refers to any action or inaction, whether intentional or unintentional, in any program or activity of a federal aid recipient, sub-recipient, or contractor that results in disparate treatment, disparate impact, or perpetuating the effects of prior discrimination based on race, color, or national origin.

Limited English Proficiency (LEP) Person refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

Low-Income Person means a person whose median household income is at or below the U.S. Department of Health and Human Services poverty guidelines.

Minority Person includes the following:

1. American Indian and Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
2. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
3. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
4. Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
5. Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

General Requirements:

- Tazewell County Board Resolution Approval
- Notifying Beneficiaries of Their Rights under Title VI
- Title VI Complaint Procedure
- Title VI Complaint Form
- Record of Title VI Investigations Complaints and Lawsuits
- Monitoring Procedures and Efforts



STATE OF ILLINOIS)
)
COUNTY OF TAZEWELL)

TAZEWELL COUNTY BOARD

September 27, 2023

RESOLUTION E-23-106
Tazewell County Title VI Program

WHEREAS, Title VI of the Civil Rights Act of 1964, as amended, requires that “no person in the United States shall, on the grounds of race, color, or nation origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance;” and

WHEREAS, Tazewell County administers public transportation services for the residents of Tazewell County; and

WHEREAS, Tazewell County is funded through Federal Funds; and

WHEREAS, the FTA requires recipients and sub-recipients of federal public transportation funds to submit, every three years, at Title VI program update as a condition of receipt of FTA financial assistance; and

WHEREAS, it is the intent of Tazewell County to adopt the 2023 to 2026 Title VI Program with subsequent submission to Illinois Department of Transportation.

NOW THEREFORE BE IT RESOLVED THAT:

1. That the Tazewell County Board hereby authorizes and adopts the Title VI Program.
2. That the Tazewell County Chairman, or his designee, is hereby authorized to administer to provide such information as may be required to submit the Title VI Program to the FTA.

ADOPTED by a majority vote of all the members of the Tazewell County Board this 27th day of September, A. D. 2023.

ATTEST:

John Ackerman
Clerk of the Tazewell County Board

David Zimmerman
Chairman of Tazewell County Board

Notifying Beneficiaries of Their Rights under Title VI:

To make Tazewell County residents aware of its commitment to Title VI compliance, and of their right to file a complaint, Tazewell County has presented the following language on its website (www.tazewell-il.gov).

The following is the Tazewell County Title VI Notice:

Notifying the Public of Rights under Title VI

- Tazewell County operates without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Tazewell County.
- For more information on Tazewell County's procedures to file a complaint, contact Roger Workheiser in the Tazewell County Human Resource (HR) Department (309) 478-5813; fax (309) 478-5614 or email the office at: hr@tazewell-il.gov.
- A complainant may file a complaint directly with the Illinois Department of Transportation (IDOT), Illinois Department of Transportation, Office of Intermodal Project Implementation, 69 West Washington, Chicago, IL 60602 or the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- If information is needed in another language, contact the Tazewell County HR department at (309) 478-5813.

Title VI Complaint Procedure:

Title VI of the Civil Rights Act of 1964 as amended prohibits discrimination on the basis of race, color and national origin for programs and activities receiving federal financial assistance. As a recipient of federal financial assistance, Tazewell County has in place the following complaint procedure.

1. Any person who believes that he or she, or any specific class of persons, has been subjected to discrimination or retaliation by Tazewell County's administration of federally funded programs, as prohibited by Title VI of the Civil Rights Act of 1964, as amended, and related statutes, may file a written complaint. Tazewell County investigates complaints received no more than 180 days after the alleged incident.

Written complaints shall be sent to:

Tazewell County HR, 11 S. 4th St., Suite 114, Pekin, IL 61554

2. Verbal and non-written complaints received by Tazewell County shall be resolved informally by the Tazewell County HR Department. If the issue has not been

satisfactorily resolved through informal means, or if at any time the complainant requests to file a formal written complaint, the Complainant shall be permitted to do so, and the complaint shall follow the process for written complaints.

3. Within thirty (30) calendar days of receipt of the complaint(s), the Tazewell County HR Department will acknowledge receipt of the complaint(s), inform the complainant of proposed action to process the complaint(s), and advise the complainant of other avenues.
4. Within one-hundred twenty (120) calendar days of receipt of the complaint(s), the HR Department will conduct and complete a full investigation of the complaint(s) and, based on the information obtained, will render a recommendation for action in a report of findings to the Board. A resolution with no actions will be recommended if the complaint is found not valid or questionable.
5. Within thirty days (30) calendar days of the completion of the full investigation (one hundred fifty (150) calendar days since the original receipt of the complaint(s)), the HR Department will notify the complainant in writing of the final decision reached. The notification will advise the complainant of his or her right to submit a request for reconsideration within thirty (30) calendar days from the date of the notice of disposition is issued. Appeals will be reviewed within thirty (30) calendar days from the dated request for reconsideration.
7. The Tazewell County HR Department will maintain a log of all verbal and non-written complaints received. The log will include the following information:
 - Name of complainant
 - Name of respondent
 - Basis of complaint
 - Date complaint received
 - Explanation of the actions taken or proposed to resolve the issue raised in the complaint
8. A person may also file a complaint directly with the Illinois Department of Transportation at: Illinois Department of Transportation at:

Title VI Program Coordinator
69 Washington Street Room 2100
Chicago, IL 60602

Or the:

Federal Transit Administration at:
Office of Civil Rights
Attention: Title VI Program Coordinator
East Building 5th Floor-TCR
1200 New Jersey Avenue SE
Washington, DC, 20590

SECTION I

Name:

Address:

Telephone: () -

SECTION II

Are you filing the complaint on your own behalf? Yes_____ No_____
If yes, go to SECTION III.

Name & relationship of the person for whom you are filing the complaint:

Please explain why you have filed for a third party:

You do ___ or do not ___ have permission from the aggrieved third party to file complaint.

SECTION III

I believe the discrimination I experienced was based on (check all that apply):

_____Race _____Color _____National Origin

Date of alleged discrimination (Month, Day, Year):_____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use back of this form.

SECTION IV

Have you previously filed a complaint with the County Yes No

SECTION V

Have you filed this complaint with any other Federal, State or local agency, or with any Federal or State Court? Yes No

If yes, check all that apply:

Federal Agency: _____

Federal Court: _____

State Court: _____

State Agency: _____

Local Agency: _____

Please provide information about a contact person at the agency/court where complaint was filed:

Name:

Title:

Agency/Court

Telephone

SECTION VI

Printed name:

Signature:

Date:

Form must be signed and dated

Include additional information here (or attach addition sheet as needed, indicate below)

Check if additional sheet is attached

*******For Office Use Only*******

Received by:

Date:

Please submit this form in person or by mail to: Tazewell County HR Department, 11 S. 4th St., Suite 114, Pekin, IL 61554

Record of Title VI Investigations Complaints and Lawsuits:

All FTA recipients are required to prepare and maintain a list of any complaints alleging discrimination on the basis of race, color, or national origin. Tazewell County has not had any Title VI investigations, complaints, or lawsuits.

**I.
The Number or Proportion of LEP Persons served or
encountered by the program or recipient.**

Utilizing available US Census Bureau data, Tazewell County was able to determine that of 124,577 persons within Tazewell County's service area, 2.6 % speak a language other than English at home. Of those speaking another language at home .07% reported as having a limited English proficiency. Persons of limited English proficiency, or LEP, indicated on the census that they speak English less than "very well".

Of the portion of respondents with a limited English proficiency, the following information is provided:

Language Spoken at Home	Total	%
Total Population - Service Area	124,577	
Language other than English	3,238	3
Speak English less than "very well"	831	.7
Spanish	1643	1.3
Speak English less than "very well"	423	.34
Other Indo-European languages	721	.57
Speak English less than "very well"	97	.0
Asian and Pacific Islander languages	532	.42
Speak English less than "very well"	311	.25
Other languages	87	.0
Speak English less than "very well"	0	.0

(a) Information obtained from <https://api.census.gov/data/2021/acs/acs5/subject>

II.

Language Assistance Measures

Tazewell County's following procedures are based on the relatively low need for language service and the limited resources that can be dedicated for this purpose.

1. Attempt to determine what language is required;
2. If the person can speak some English, try to discern their needs without the help of language service;
3. Oral Interpretation: Staff that are bi-lingual will attempt to communicate with LEP individuals in their native languages;
4. Oral Interpretation Telephone support will utilize services of a professional telephone interpretation service when needed;
5. For help with translating individual words, visit www.babelfish.com for a free translator;
6. In limited instances where telephone interpretation services or bilingual staff are insufficient, Tazewell County will provide LEP individuals with the following community organizations for language services:

Western Community Center
600 N. Western Ave
Bloomington, IL 61701
(309) 829-4807

Language Line
866-874-3972

- Should it be necessary, and all other options are exhausted, employees may use any other creative means of communicating with the person of limited English proficiency.

Training and Coordination

Tazewell County will continue to update the LEP analysis and address staff with questions and issues related to LEP matters.

Outreach Techniques

Tazewell County has a low need for language service, but will make every effort to service and assist the LEP population in communication efforts. Tazewell County will continue to monitor the LEP citizen and update our outreach efforts as well as future options should the need arise.

System-Wide Service Standards and Policies: Introduction

The Service Standards and Policies are a planning and decision-making guide, and not a rigid set of rules. It does not limit the discretion of the Board to approve, deny or modify any proposed or existing service. It may be necessary, from time to time, to revise as local, State, or Federal guidelines, regulations and circumstances may dictate.

Sub-recipient Assistance and Monitoring

The sub-recipient is required to include the Program Compliance Oversight Manager (PCOM) when reporting on a quarterly basis. These reports include number of citizens serviced, miles traveled, safety issues, financial information, complaints, investigations, accidents, driver evaluations, and compliance information. The PCOM attends quarterly meetings of the sub-recipient and oversees the operations. The PCOM also oversees that the sub-recipient is complying with all IDOT's regulations, including the Title VI program.

COMMITTEE REPORT

E-23-125

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the fifteenth invoice to Kenyon & Associates for the design and construction engineering for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$990.00; 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 Finance Office, the Auditor and Greater Peoria Economic Development Council Grant Consultant, Jim Cummings, of this action.

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

TO:

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

DATE:

September 7, 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 - 95%	9,405.00
	<u>32,505.00</u>

Less Previous Invoices	<u>31,515.00</u>
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Balance Due	\$990.00
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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.

Invoice #13425 - May 3, 2023 - \$990.00

The construction is well under way with several locations nearing completion. We have been coordinating with the Contractor during construction activities as well as reviewing pay requests.

Invoice #13449 - July 12, 2023 - 3,465.00

Contractor has been in continuous communication with Architect as the construction has progressed. Architect is preparing to begin punch list walk-through at all sites.

Invoice #13472 - September 7, 2023 - \$990.00

Kenyon Associates has completed the Punch List walk-through at all project locations. The Punch List and Substantial Completion Form have been sent to the Contractor. There are currently only two site locations that have items to be completed.

		PD
Basic Services Fee	\$33,000.00	
Invoice #13194	<u>2,079.00</u> \$30,921.00	8/4/21
Invoice #13200	<u>4,851.00</u> \$26,070.00	8/23/21
Invoice #13207	<u>6,930.00</u> \$19,140.00	9/23/21
Invoice #13216	<u>2,310.00</u> \$16,830.00	10/20/21
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	4/20/23
Invoice #13411	<u>990.00</u> \$ 5,940.00	5/16/23
Invoice #13425	<u>990.00</u> \$ 4,950.00	6/28/23
Invoice #13449	<u>3,465.00</u> \$ 1,485.00	

Page 4
Scope of Services to Date

Invoice #13472

990.00
\$ 495.00

Kenyon and Associates Architects, Inc.
6824 N. Frostwood Parkway
Peoria, IL 61615
309 674-7121
kenyon@kenyonarchitects.com

COMMITTEE REPORT

E-23-126

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the fourth change order for the sidewalk improvements utilizing funds from the CDBG RLF Closeout Grant 18-248592; and

WHEREAS, the total of the attached change order increases the construction cost by \$26,700.32.

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 Finance Office, Jim Cummings, and the Auditor of this action.

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**Change Order
No. 004**

Date of Issuance: September 12, 2023

Effective Date: September 12, 2023

Project: Tazewell County ADA Improvements 18-248592	Owner:	Owner's Contract No.:
Contract: Pinecrest Drive Pavement Patching – Phase I		Date of Contract:
Contractor: Knapp Concrete Contractors, Inc.; 150 E. Martin Dr.; Goodfield, Illinois 61742		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Refer to the attached document titled: "Itemization of Costs for Change Order 004" for the specific items added, items eliminated, items with increased quantities, items with reduced quantities along with their respective costs.

Attachments (list documents supporting change):

Refer to the attached document titled: "Itemization of Costs for Change Order 004" for the specific items added, items eliminated, items with increased quantities, items with reduced quantities along with their respective costs.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$481,686.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): July 21, 2023

Ready for final payment (days or date): August 20, 2023

Decrease from previously approved Change Orders No. 001 to No. 003:

\$9,489.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): Zero Days

Ready for final payment (days): Zero Days

Contract Price prior to this Change Order:

\$472,197.00

Contract Times prior to this Change Order:

Substantial completion (days or date): July 21, 2023

Ready for final payment (days or date): August 20, 2023

Increase of this Change Order:

\$26,700.32

Increase of this Change Order:

Substantial completion (days or date): 123 Calendar Days

Ready for final payment (days or date): 122 Calendar Days

Contract Price incorporating this Change Order:

\$498,897.32

Contract Times with all approved Change Orders:

Substantial completion (days or date): November 21, 2023

Ready for final payment (days or date): December 20, 2023

RECOMMENDED:

By: _____

Engineer

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____

Owner

Date: _____

ACCEPTED:

By: Rachel Hodel

Contractor (Authorized Signature)

Date: 09/12/2023

Date: _____

Itemization of Costs for Change Order 004

9/12/2023

No.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL ESTIMATED	COMMENTS
1	Sidewalk Removal	SF	118	\$7.00	\$826.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
2	Curb Removal	LF	110	\$16.00	\$1,760.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
3	Paint Pvt MRK Removal	SY	4	\$55.00	\$220.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
4	PCC Sidewalk, 4"	SF	108	\$16.00	\$1,728.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
5	P.C.C. Curb B-6.12	LF	87	\$65.00	\$5,655.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
6	Class D Patches, Type I, 6"	SY	(22.2)	\$235.00	(\$5,217.00)	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
7	Class D Patches, Type II, 6"	SY	89.8	\$235.00	\$21,103.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
8	Paint Pvt Mk Line, 6" White	LF	641	\$5.00	\$3,205.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
9	ADA Detectable Warning	SF	20.5	\$45.00	\$922.50	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
10	Adjust Manhole	EA	(1)	\$650.00	(\$650.00)	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
11	Demo Partial Foundation	LS	(1)	\$1,200.00	(\$1,200.00)	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
12	Island Pavement Removal & Replacement	SF	64	\$25.00	\$1,600.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
13	Agg Base Cse B 6	Ton	80	\$84.00	\$6,720.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
14	Island Pavement 6	SF	95	\$26.00	\$2,470.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
15	Pavement Rem	SY	14	\$44.00	\$616.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
16	Adjust Concrete Handhole	EA	1	\$1,650.00	\$1,650.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
17	Sub Gran Mat B	Ton	45	\$65.00	\$2,925.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
18	Paint Pvt Mk Line, 12" White	LF	97	\$8.00	\$776.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
19	Concrete Foundation Removal	EA	2	\$1,500.00	\$3,000.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
20	Mobilization	LS	1	\$1,080.00	\$1,080.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
21	Traffic Control & Protection	LS	1	\$1,940.00	\$1,940.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
22	Construction Layout	LS	1	\$1,295.00	\$1,295.00	Discovered Condition & Owner Requested: Existing islands need to be completely reconstructed to meet ADA requirements.
23	Mall Entrance and Washington St. ADA Improvements	LS	(1)	\$18,757.67	(\$18,757.67)	Discovered Condition: To construct ADA compliant ramps at all four quadrants of the Mall Entrance/Anna St. and E. Washington St. intersection, additional right-of-way will need to be acquired. This project's scope only included improving 2 of the quadrants without considering the other 2 quadrants.
24	Anna St. and E. Washington St. ADA Improvements	LS	(1)	\$6,966.51	(\$6,966.51)	Discovered Condition: To construct ADA compliant ramps at all four quadrants of the Mall Entrance/Anna St. and E. Washington St. intersection, additional right-of-way will need to be acquired. This project's scope only included improving 2 of the quadrants without considering the other 2 quadrants.
				TOTAL	\$26,700.32	

() indicates credit

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

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

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

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

THEREFORE BE IT RESOLVED that the County Board approve this recommendation for payment to the Greater Peoria Economic Development Council for services rendered per contractual agreement for 05-13-23 through 09-11-23 from budget line 381-600-5252-8601 for invoice number CDBG#5-B in the amount of \$2,410.00.

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

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Invoice

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

Date	Invoice #
9/11/2023	CDBG #5-B

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

Due Date
10/2/2023

Description	Amount
Invoice for services rendered to activity delivery services CDBG RLF Closeout - Buildings, Grant # 18-248591, per contractual agreement, effective September 30, 2020 Date(s) 05/13/2023 - 09/11/2023	2,410.00
Total	\$2,410.00

DETAIL SUMMARY

Greater Peoria Economic Development Council



September 11, 2023

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

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

Total Contract Value:	\$24,100	
Invoice this date:	\$2,410	(10% of total fee)
Due from previous invoices:	\$0	
Amount invoiced to date:	\$18,075	
Balance:	\$6,025	

Project Activity	Date(s)	Amount
<p>1. Discussed with contractor current and anticipated project status, including the funding process, including reminders for deadlines for submitting claims to grantee for consideration and state's annual FY rollover;</p> <p>2. Continued review of certified payroll reports (CPRs) for general and some subcontractors on the job, notifying each of any deficiencies and necessary corrections necessary to make them compliant, including one under payment that resulted in a correction and restitution, and one involving a missing report. A few reports required multiple submissions;</p> <p>3. Submitted correction (restitution) CPR to state LSO as required after providing guidance and instruction to subcontractor (employer); correspondence with LSO regarding CPR and restitution to employee.</p> <p>4. Discussed with contractor, architect and buildings' owners as appropriate change order details and process and submitted third change order to grantee; reminder to contractor for potential new sub to provide documentation;</p> <p>5. Continued financial management oversight and technical assistance, including review of invoices, pay requests and coordinating of claim approvals by grantee; discussed with architect issues with contractor's lien waiver and affidavit;</p> <p>6. Reviewed and corresponded with parties punch list and certificate of substantial completion and other matters.</p> <p>7. Prepared quarterly reports, submitted to state agency;</p> <p>8. Miscellaneous other duties not enumerated, including correspondence and communications with grantee, meeting attendance.</p>	5/13/23 to 9/11/23	\$2,410.00
Amount Due		\$2,410.00

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 fourth invoice of Bishop Bros., Inc., for the ADA compliant improvements for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$28,401.80; 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, the Finance Office, and Greater Peoria Economic Development Council Grant Consultant, Jim Cummings, of this action.

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



CERTIFICATE OF APPROVAL OF PAYMENT

DATE: September 12, 2023

AMOUNT OF THIS CERTIFICATE:

\$ 28,401.80

Certificate No. Four

Contract Price \$ 303,662.00

Extra Work \$ 11,327.60

Total \$ 314,989.60

Deductions \$ 6,813.00

Balance \$ 308,176.60

Total Former
 Certificates \$ 254,544.30

Present
 Certificate \$ 28,401.80

Total \$ 282,946.10

Balance 5%
 Including ~~10%~~
 Retainage \$ 25,230.50

~~10%~~ 5%
 Retainage
 Withheld to Date \$ 14,891.90

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: Twenty-eight thousand four hundred one and 80/100ths 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: 4
PERIOD TO: 9/8/23
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	\$	4,514.60
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	308,176.60
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	297,838.00
5. RETAINAGE:		
a. 5.0 % of Completed Work (Column D + E) on G703	\$	14,891.90
b. 5.0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	14,891.90
6. TOTAL EARNED LESS RETAINAGE	\$	282,946.10
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	254,544.30
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	28,401.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	25,230.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 4,332.70	\$ 6,813.00
Total approved this Month	\$ 6,994.90	\$ 0.00
TOTALS	\$ 11,327.60	\$ 6,813.00
NET CHANGES by Change Order	\$	4,514.60

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: 9/11/23

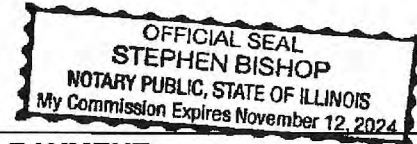
State of: Illinois

County of: Peoria

Subscribed and sworn to before me this 11 day of September 2023

Notary Public:

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

\$ 28,401.⁸⁰

(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 Jordan

Date: 9/12/23

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.

AIA Continuation G703

JobId: 22025
Tazewell County ADA

Application no.: 4
Application date: 9/12/23
Period to: 9/8/23
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	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	4,810.00	0.00	0.00	4,810.00	100	0.00	240.50
3	Office Maintenance	4,000.00	3,500.00	500.00	0.00	4,000.00	100	0.00	200.00
4	Overhead & Profit	30,366.00	27,217.00	3,149.00	0.00	30,366.00	100	0.00	1,518.30
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	1,200.00	0.00	0.00	1,200.00	100	0.00	60.00
7	Creve Coe Vill Hall	500.00	0.00	500.00	0.00	500.00	100	0.00	25.00
8	Minier Vill Hall	500.00	500.00	0.00	0.00	500.00	100	0.00	25.00
9	Taze Count Court Hous	600.00	600.00	0.00	0.00	600.00	100	0.00	30.00
10	Taze Count Res. Center	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	50.00
11	Taze Count Healt Dep	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	100.00
12	Armington Vill Hall	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	50.00
13	Hittle Township	500.00	500.00	0.00	0.00	500.00	100	0.00	25.00
14	Delavan City Hall	500.00	500.00	0.00	0.00	500.00	100	0.00	25.00
15	MeKenzie Building	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	100.00
16	Mackinaw Township	500.00	0.00	500.00	0.00	500.00	100	0.00	25.00
17	Mackinaw Community Center	1,500.00	1,500.00	0.00	0.00	1,500.00	100	0.00	75.00
18	DUMPSTERS	800.00	800.00	0.00	0.00	800.00	100	0.00	40.00
19	HANDRIAL (H3) Armington	2,279.00	2,279.00	0.00	0.00	2,279.00	100	0.00	113.95
20	GENERAL TRADE	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
Page Totals		54,055.00	49,406.00	4,649.00	0.00	54,055.00	100	0.00	2,702.75

AIA Continuation G703

JobId: 22025
Tazewell County ADA

Application no.: 4
Application date: 9/12/23
Period to: 9/8/23
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	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
21	Marquette Height City Hall Mat	540.00	540.00	0.00	0.00	540.00	100	0.00	27.00
22	Marquette Height City Hall Lab	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	250.00
23	Creve Coeur Vill Hall Mat	140.00	0.00	140.00	0.00	140.00	100	0.00	7.00
24	Creve Coeur Vill Hall Lab	1,000.00	0.00	1,000.00	0.00	1,000.00	100	0.00	50.00
25	Minier Vill Hall Lab	640.00	640.00	0.00	0.00	640.00	100	0.00	32.00
26	Taze Cou Court Hous Mat	500.00	500.00	0.00	0.00	500.00	100	0.00	25.00
27	Taze Cou Court Hous Lab	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	125.00
28	Taze Cou Resou Cen Mat	200.00	200.00	0.00	0.00	200.00	100	0.00	10.00
29	Taze Cou Resou Cent Lab	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	60.00
30	Taze Cou Healt Dep Mat	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	150.00
31	Taze Cou Healt Dep Lab	13,630.00	13,630.00	0.00	0.00	13,630.00	100	0.00	681.50
32	Armington Vill Hall Mat	3,720.00	3,720.00	0.00	0.00	3,720.00	100	0.00	186.00
33	Armington Vill Hall Lab	9,024.00	9,024.00	0.00	0.00	9,024.00	100	0.00	451.20
34	McKenzie Building Mat	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	50.00
35	McKenzie Building Lab	7,280.00	7,280.00	0.00	0.00	7,280.00	100	0.00	364.00
36	Mackinaw Township Mat	220.00	0.00	220.00	0.00	220.00	100	0.00	11.00
37	Mackinaw Township Lab	720.00	0.00	720.00	0.00	720.00	100	0.00	36.00
38	Mackinaw Comm Cent Mat	3,300.00	3,300.00	0.00	0.00	3,300.00	100	0.00	165.00
39	Mackinaw Comm Cent Lab	7,050.00	7,050.00	0.00	0.00	7,050.00	100	0.00	352.50
40	Hittle Township Mat	1,440.00	1,440.00	0.00	0.00	1,440.00	100	0.00	72.00
Page Totals		62,104.00	60,024.00	2,080.00	0.00	62,104.00	100	0.00	3,105.20

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Tazewell County ADA

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			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
41	Hittle Township Lab	8,648.00	8,648.00	0.00	0.00	8,648.00	100	0.00	432.40
42	Delavan City Hall Mat	220.00	220.00	0.00	0.00	220.00	100	0.00	11.00
43	Delavan City Hall Lab	720.00	720.00	0.00	0.00	720.00	100	0.00	36.00
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	1,875.00	0.00	0.00	1,875.00	100	0.00	93.75
46	Minier Vill Hall	1,864.00	1,864.00	0.00	0.00	1,864.00	100	0.00	93.20
47	McKenzie Building	2,750.00	2,750.00	0.00	0.00	2,750.00	100	0.00	137.50
48	Mackinaw Township	1,893.00	1,893.00	0.00	0.00	1,893.00	100	0.00	94.65
49	Armington Vill Hall	516.00	516.00	0.00	0.00	516.00	100	0.00	25.80
50	Mackinaw Comm Center	1,424.00	1,424.00	0.00	0.00	1,424.00	100	0.00	71.20
51	Taze County Health	2,353.00	2,353.00	0.00	0.00	2,353.00	100	0.00	117.65
52	Hittle Township	1,424.00	1,424.00	0.00	0.00	1,424.00	100	0.00	71.20
53	Delavan City Hall	1,879.00	1,879.00	0.00	0.00	1,879.00	100	0.00	93.95
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	2,500.00	0.00	2,500.00	100	0.00	125.00
56	Minier Vill Hall	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	125.00
57	Mckenzie Building	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	500.00
58	Mackinaw Township	2,500.00	0.00	2,500.00	0.00	2,500.00	100	0.00	125.00
59	Delavan City Hall	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	125.00
60	PARTITIONS (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
Page Totals		45,566.00	40,566.00	5,000.00	0.00	45,566.00	100	0.00	2,278.30

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JobId: 22025
Tazewell County ADA

Application no.: 4
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			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
61	Marquette Heights City Hall	4,312.00	4,312.00	0.00	0.00	4,312.00	100	0.00	215.60
62	Taze County Courthouse	175.00	175.00	0.00	0.00	175.00	100	0.00	8.75
63	McKenzie Building	2,112.00	2,112.00	0.00	0.00	2,112.00	100	0.00	105.60
64	Taze County Health	6,733.00	6,733.00	0.00	0.00	6,733.00	100	0.00	336.65
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	1,143.00	0.00	0.00	1,143.00	100	0.00	57.15
67	Mackinaw Comm Center	1,048.00	1,048.00	0.00	0.00	1,048.00	100	0.00	52.40
68	Taze County Resource	340.00	340.00	0.00	0.00	340.00	100	0.00	17.00
69	Taze County Health	1,504.00	1,504.00	0.00	0.00	1,504.00	100	0.00	75.20
70	Hittle Township	1,132.00	1,132.00	0.00	0.00	1,132.00	100	0.00	56.60
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	600.00	0.00	0.00	600.00	100	0.00	30.00
73	Mackinaw Com Cent Lab	770.00	770.00	0.00	0.00	770.00	100	0.00	38.50
74	Taze Resource Mat	1,375.00	1,375.00	0.00	0.00	1,375.00	100	0.00	68.75
75	Taze Resource Lab	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	150.00
76	Armington Vill Hall Mat	650.00	650.00	0.00	0.00	650.00	100	0.00	32.50
77	Armington Vill Hall Lab	775.00	775.00	0.00	0.00	775.00	100	0.00	38.75
78	Hittle Township Mat	650.00	650.00	0.00	0.00	650.00	100	0.00	32.50
79	Hittle Township Lab	805.00	805.00	0.00	0.00	805.00	100	0.00	40.25
80	Marquette Heights City Hall Mat	3,279.00	3,279.00	0.00	0.00	3,279.00	100	0.00	163.95
Page Totals		30,403.00	30,403.00	0.00	0.00	30,403.00	100	0.00	1,520.15

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JobId: 22025
Tazewell County ADA

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			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	2,200.00	0.00	0.00	2,200.00	100	0.00	110.00
82	Taze County Health Mat	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	60.00
83	Taze County Health Lab	2,725.00	2,725.00	0.00	0.00	2,725.00	100	0.00	136.25
84	CONCRETE (Knapp)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
85	Marguette Heights Mat	450.00	450.00	0.00	0.00	450.00	100	0.00	22.50
86	Marguette Heights Lab	4,350.00	4,350.00	0.00	0.00	4,350.00	100	0.00	217.50
87	Mackinaw Mat	450.00	450.00	0.00	0.00	450.00	100	0.00	22.50
88	Mackinaw Lab	4,350.00	4,350.00	0.00	0.00	4,350.00	100	0.00	217.50
89	Tremont Health Mat	800.00	800.00	0.00	0.00	800.00	100	0.00	40.00
90	Tremont Health Lab	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	250.00
91	Resource Cent Mat	400.00	400.00	0.00	0.00	400.00	100	0.00	20.00
92	Resource Cent Lab	3,400.00	3,400.00	0.00	0.00	3,400.00	100	0.00	170.00
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	500.00	0.00	0.00	500.00	100	0.00	25.00
95	Hittle Township Lab	4,800.00	4,800.00	0.00	0.00	4,800.00	100	0.00	240.00
96	Taz City Health Mat	1,600.00	1,600.00	0.00	0.00	1,600.00	100	0.00	80.00
97	Taz City Health Lab	5,900.00	5,900.00	0.00	0.00	5,900.00	100	0.00	295.00
98	Mackinaw Com Ctr Mat	1,100.00	1,100.00	0.00	0.00	1,100.00	100	0.00	55.00
99	Mackinaw Com Ctr Lab	6,000.00	6,000.00	0.00	0.00	6,000.00	100	0.00	300.00
100	Taz City Court Mat	400.00	400.00	0.00	0.00	400.00	100	0.00	20.00
Page Totals		45,625.00	45,625.00	0.00	0.00	45,625.00	100	0.00	2,281.25

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Tazewell County ADA

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101	Taz City Court Lab	4,700.00	4,700.00	0.00	0.00	4,700.00	100	0.00	235.00
102	Marquette Heights CH Mat	600.00	600.00	0.00	0.00	600.00	100	0.00	30.00
103	Marquette Heights CH Lab	4,500.00	4,500.00	0.00	0.00	4,500.00	100	0.00	225.00
104	Taz City Resource Mat	500.00	500.00	0.00	0.00	500.00	100	0.00	25.00
105	Taz City Resource Lab	3,500.00	3,500.00	0.00	0.00	3,500.00	100	0.00	175.00
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	280.00	0.00	0.00	280.00	100	0.00	14.00
108	Marquette Heights Lab	2,520.00	2,520.00	0.00	0.00	2,520.00	100	0.00	126.00
109	Creve Coeur VII Hall Mat	70.00	0.00	70.00	0.00	70.00	100	0.00	3.50
110	Creve Coeur VII Hall Lab	630.00	0.00	630.00	0.00	630.00	100	0.00	31.50
111	Minier VII Hall Mat	70.00	70.00	0.00	0.00	70.00	100	0.00	3.50
112	Minier VII Hall Lab	630.00	630.00	0.00	0.00	630.00	100	0.00	31.50
113	Taze County CH Mat	130.00	130.00	0.00	0.00	130.00	100	0.00	6.50
114	Taze County CH Lab	1,170.00	1,170.00	0.00	0.00	1,170.00	100	0.00	58.50
115	Mckenzie Build Mat	160.00	160.00	0.00	0.00	160.00	100	0.00	8.00
116	Mckenzie Build Lab	1,440.00	1,440.00	0.00	0.00	1,440.00	100	0.00	72.00
117	Mackinaw Com Cen Mat	410.00	410.00	0.00	0.00	410.00	100	0.00	20.50
118	Mackinaw Com Cen Lab	3,690.00	3,690.00	0.00	0.00	3,690.00	100	0.00	184.50
119	Mackinaw Town Hall Mat	70.00	0.00	70.00	0.00	70.00	100	0.00	3.50
120	Mackinaw Town Hall Lab	630.00	0.00	630.00	0.00	630.00	100	0.00	31.50
Page Totals		25,700.00	24,300.00	1,400.00	0.00	25,700.00	100	0.00	1,285.00

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121	Taze Resource Cen Mat	90.00	90.00	0.00	0.00	90.00	100	0.00	4.50
122	Taze Resource Cen Lab	810.00	810.00	0.00	0.00	810.00	100	0.00	40.50
123	Taz Healt Dep Mat	560.00	560.00	0.00	0.00	560.00	100	0.00	28.00
124	Taz Healt Dep Lab	5,040.00	5,040.00	0.00	0.00	5,040.00	100	0.00	252.00
125	Armington VII Hall Mat	190.00	190.00	0.00	0.00	190.00	100	0.00	9.50
126	Armington VII Hall Lab	1,710.00	1,710.00	0.00	0.00	1,710.00	100	0.00	85.50
127	Hittle Town Hall Mat	340.00	340.00	0.00	0.00	340.00	100	0.00	17.00
128	Hittle Town Hall Lab	3,060.00	3,060.00	0.00	0.00	3,060.00	100	0.00	153.00
129	Delavan City Hall Mat	70.00	70.00	0.00	0.00	70.00	100	0.00	3.50
130	Delavan City Hall Lab	630.00	130.00	500.00	0.00	630.00	100	0.00	31.50
131	ELECTRIAL (Porter)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
132	Creve Coeur Vill Hall Mat	609.00	548.10	60.90	0.00	609.00	100	0.00	30.45
133	Creve Coeur Vill Hall Lab	1,421.00	1,421.00	0.00	0.00	1,421.00	100	0.00	71.05
134	Minier Vill Hall Mat	630.00	630.00	0.00	0.00	630.00	100	0.00	31.50
135	Minier Vill Hall Lab	1,473.00	1,473.00	0.00	0.00	1,473.00	100	0.00	73.65
136	Mackenzie Building Mat	1,942.00	1,942.00	0.00	0.00	1,942.00	100	0.00	97.10
137	Mackenzie Building Lab	4,533.00	4,533.00	0.00	0.00	4,533.00	100	0.00	226.65
138	Mackinaw Township Mat	729.00	656.10	72.90	0.00	729.00	100	0.00	36.45
139	Mackinaw Township Lab	1,702.00	703.80	998.20	0.00	1,702.00	100	0.00	85.10
140	Mackinaw Comm Cent Mat	995.00	995.00	0.00	0.00	995.00	100	0.00	49.75
Page Totals		26,534.00	24,902.00	1,632.00	0.00	26,534.00	100	0.00	1,326.70

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141	Mackinaw Comm Cent Lab	2,323.00	2,323.00	0.00	0.00	2,323.00	100	0.00	116.15
142	Taze Healt Dep Mat	1,754.00	1,754.00	0.00	0.00	1,754.00	100	0.00	87.70
143	Taze Healt Dep Lab	4,093.00	4,093.00	0.00	0.00	4,093.00	100	0.00	204.65
144	Hittle Town Hall Mat	786.00	786.00	0.00	0.00	786.00	100	0.00	39.30
145	Hittle Town Hall Lab	1,834.00	1,834.00	0.00	0.00	1,834.00	100	0.00	91.70
146	Delavan City Hall Mat	865.00	865.00	0.00	0.00	865.00	100	0.00	43.25
147	Delavan City Hall Lab	2,020.00	2,020.00	0.00	0.00	2,020.00	100	0.00	101.00
148	Change Order One	-6,813.00	-6,813.00	0.00	0.00	-6,813.00	100	0.00	-340.65
149	Change Order 2 CO 2 Mackinaw & McKenzie	4,332.70	739.00	250.00	0.00	989.00	23	3,343.70	49.45
150	Change Order 3 CO 3 Walk Up Window	6,994.90	0.00	0.00	0.00	0.00	0	6,994.90	0.00
		308,176.60	282,827.00	15,011.00	0.00	297,838.00	97	10,338.60	14,891.90

Partial Release of Lien

TO WHOM IT MAY CONERN:

That the undersigned, for and in consideration of the payment of the sum of \$ 28,401.80, 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 per attached proposal. 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 eleventh day of September in the year two thousand and twenty three.

WITNESSES:

Bishop Bros. Inc.

By: [Signature]

Good upon receipt

State of Illinois

County of Peoria

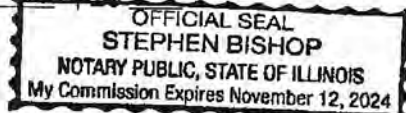
I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

By: [Signature]

Sworn to and subscribed before me this 11 day of September 2023

My Commission expires:

11-12-24



Notary Public State of Illinois

09/13/2023

Tazewell County Monthly Resolution List - September 2023

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
09-23-001	0823001R	SAL	SHANE MOSES	01-01-23-416-023	817.50	0.00	0.00	67.40	450.00	0.00	300.10
09-23-002	0823013R	SAL	KELLY YOW	02-02-19-303-019	826.00	0.00	0.00	67.40	450.00	0.00	308.60
09-23-003	0823022R	SAL	JOANELL NAIL	04-04-35-229-013	1,100.00	0.00	0.00	67.40	450.00	0.00	582.60
09-23-004	0823029R	SAL	ONELOOK PROPERTIES LLC	04-10-03-401-023	6,000.00	0.00	0.00	67.40	1,483.15	0.00	4,449.45
09-23-005	0823030R	SAL	JOHN MOORE	04-10-03-412-002	10,100.00	0.00	0.00	67.40	2,508.15	0.00	7,524.45
09-23-006	0823051R	SAL	MICHAEL ARTMAN	10-10-09-208-009	5,050.00	0.00	0.00	67.40	1,245.65	0.00	3,736.95
09-23-007	0823020R	SAL	FORCE PROPERTIES LLC	04-04-34-227-010	900.00	0.00	0.00	67.40	450.00	0.00	382.60
09-23-008	0823039R	SAL	BK PROPERTY SERVICES LLC.	05-05-04-301-038 & 05-05-09-102-018	7,084.00	0.00	0.00	67.40	1,754.15	0.00	5,262.45
09-23-009	0823053R	SAL	GRIESEMER PROPERTIES LLC	21-21-10-112-010	900.00	0.00	0.00	67.40	450.00	0.00	382.60
09-23-010	0823023R	SAL	DAVID SCHULTZ	04-04-35-360-009	1,000.00	0.00	0.00	67.40	450.00	0.00	482.60
09-23-011	0823024R	SAL	DARRELL BOOKER	04-04-35-362-004	5,000.00	0.00	0.00	67.40	1,233.15	0.00	3,699.45
09-23-012	0823031R	SAL	DARRELL BOOKER	04-10-03-432-002	5,000.00	0.00	0.00	67.40	1,233.15	0.00	3,699.45
09-23-013	0823037R	SAL	JEFF LEE	05-05-04-104-042	4,676.00	0.00	0.00	67.40	1,152.15	0.00	3,456.45
09-23-014	0823040R	SAL	TRAVIS C. POLSTON	05-05-06-112-013	825.00	0.00	0.00	67.40	450.00	0.00	307.60
09-23-015	0823062R	SAL	CHARLES ODELL	13-13-16-102-014	1,610.00	0.00	0.00	67.40	450.63	0.00	1,091.97
Totals					\$50,888.50	\$0.00	\$0.00	\$1,011.00	\$14,210.18	\$0.00	\$35,667.32

	Clerk Fees	\$0.00
	Recorder/Sec of State Fees	\$1,011.00
	Total to County	\$36,678.32

Committee Members

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/2-1-90, 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:

WASHINGTON TOWNSHIP

PERMANENT PARCEL NUMBER: 02-02-19-303-019

As described in certificate(s) : 201900143 sold November 2020

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

WHEREAS, Kelly Yow, has bid \$826.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$308.60 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$826.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$308.60 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-002

RESOLUTION



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

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

FONDULAC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-01-23-416-023

As described in certificates(s) : 201600013 sold October 2017

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

WHEREAS, Shane Moses, has bid \$817.50 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$300.10 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$817.50.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.10 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-001



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

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

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-04-35-229-013

As described in certificate(s) : 201900274 sold November 2020

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

WHEREAS, Joann Nail, has bid \$1,100.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$582.60 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,100.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$582.60 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-003

RESOLUTION



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

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

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-10-03-401-023

As described in certificate(s) : 201900428 sold November 2020

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

WHEREAS, OneLook Properties LLC, Derrick Roddy, has bid \$6,000.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$4,449.45 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$6,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$4,449.45 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-004

RESOLUTION



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

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

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-10-03-412-002

As described in certificates(s) : 201900436 sold November 2020

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

WHEREAS, John Moore, has bid \$10,100.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$7,524.45 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$10,100.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$7,524.45 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-005

RESOLUTION



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

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

CINCINNATI TOWNSHIP

PERMANENT PARCEL NUMBER: 10-10-09-208-009

As described in certificates(s) : 201900701 sold November 2020

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

WHEREAS, Michael Artman, has bid \$5,050.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$3,736.95 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,050.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$3,736.95 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



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

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

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-04-34-227-010

As described in certificates(s) : 201800301 sold October 2019

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

WHEREAS, FORCE PROPERTIES LLC, has bid \$900.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$382.60 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$900.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$382.60 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-007

RESOLUTION



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

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

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-04-301-038 & 05-05-09-102-018

As described in certificates(s) : 201800610 sold October 2019, 201900471 sold November 2020

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

WHEREAS, BK Property Services LLC., has bid \$7,084.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$5,262.45 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$7,084.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$5,262.45 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

RESOLUTION



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

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

DELAVAN TOWNSHIP

PERMANENT PARCEL NUMBER: 21-21-10-112-010

As described in certificates(s) : 201900878 sold November 2020

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

WHEREAS, Griesemer Properties LLC, Adam White, has bid \$900.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$382.60 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$900.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$382.60 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-009

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/2 1-90, 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:

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-04-35-360-009

As described in certificates(s) : 201900283 sold November 2020

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

WHEREAS, David Schultz, has bid \$1,000.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$482.60 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$482.60 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-010

RESOLUTION



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

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

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-04-35-362-004

As described in certificates(s) : 201900285 sold November 2020

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

WHEREAS, Darrell Booker, has bid \$5,000.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$3,699.45 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$3,699.45 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-011

RESOLUTION



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

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

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-10-03-432-002

As described in certificate(s) : 201900442 sold November 2020

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

WHEREAS, Darrell Booker, has bid \$5,000.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$3,699.45 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$3,699.45 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-012

RESOLUTION



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

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

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-04-104-042

As described in certificate(s) : 201900463 sold November 2020

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

WHEREAS, Jeff Lee, has bid \$4,676.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$3,456.45 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$4,676.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$3,456.45 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-013

RESOLUTION



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

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

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-06-112-013

As described in certificate(s) : 201800558 sold October 2019

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

WHEREAS, Travis C. Polston, has bid \$825.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$307.60 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$825.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$307.60 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-014

RESOLUTION



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

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

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-16-102-014

As described in certificate(s) : 201900814 sold November 2020

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

WHEREAS, Charles Odell, has bid \$1,610.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$1,091.97 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,610.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$1,091.97 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-23-015

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, a request was received from M&O Environmental Company to proceed with the removal of asbestos containing materials from the windows of the McKenzie Building as outlined in the attached quote; and

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

WHEREAS, the estimated total cost, on a time and materials basis, for this project is \$57,000, and it is estimated that actual costs will be lower than the quoted fixed price of \$52,400; and

WHEREAS, the County's Executive Committee recommends to the County Board to approve the emergency declaration under § 33.13 Miscellaneous Provisions of the Tazewell County Code.

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 Finance Office, the Facilities Director and the Auditor of this action.

PASSED THIS 27th OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County Board



David Zimmerman, Chairman of the Board
Mike Deluhery, County Administrator

September 18, 2023

Mr. John Ackerman
Tazewell County Clerk
Via hand delivery

Dear John:

I wish to declare an emergency under § 33.13 Miscellaneous Provisions of the Tazewell County Code to proceed with document execution of the quote provided by M & O Environmental Company for the abatement of the McKenzie Building windows during the phase one of the windows replacement project on a time and materials basis.

The emergency need is the ability to continue with the project in order to limit the effect that time delays would have on the operations of the County, prevent potential additional costs due to time delays, and allow time for the project to be completed before inclement weather.

Per the requirement § 33.13 the Board will consider a resolution approving this action at the September 27, 2023 meeting.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "D. Zimmerman", written in a cursive style.

David Zimmerman
County Board Chairman

copy to: County Board Members
Brett Grimm, Auditor
Hannah Clark, Treasurer

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive

Peoria, IL 61615

(309) 692-6700

Fax (309) 692-9812

August 31, 2023

Tazewell County

Attention: Mike Schone/Mindy Darcy

Re: Asbestos Abatement
McKenzie Building, Pekin
Quote #28846

Thank you for extending the opportunity to M & O Environmental Company to submit a bid on the abatement work at your facility. We are able to extend our expertise based on over 40 years of nationwide experience in the asbestos abatement, lead mitigation, mold remediation, and specialty insulation industries. We offer the following proposal for your review and acceptance.

SCOPE OF WORK

We will remove and dispose of the following asbestos containing materials utilizing non-friable removal methods:

North Elevation

- Stairwell Windows- 16 ea (Approximately 4’x5’)
- Curtain Wall Windows- 70 ea (Approximately 4’x5’)

South Elevation

- Curtain Wall Windows- 55 ea (Approximately 4’x5’)

PRICE

Our Price for the Sum of:	\$52,400.00
Our Time and Material Price:	\$57,000.00

CLARIFICATIONS

1. Movables by others. (If applicable.)
2. OSHA personal air monitoring is included in our price.
3. Area air sampling by others. (If requested)
4. Lift(s) are included in our price.
5. Bonds are not included in our price.
6. Selective demolition by others.
7. All put-back by others.
8. Weatherization by others.

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive

Peoria, IL 61615

(309) 692-6700

Fax (309) 692-9812

GENERAL PROCEDURES

For the purposes of safety and in order to minimize the potential for the contamination of individuals, access to the actual work area shall be completely restricted once work has commenced. No personnel will be allowed access to any designated work area without proper attire and respiratory protection. Respiratory protection and proper attire shall be made available at all times during the project for use by designated representative of the owner, the consultant and/or engineer or, if applicable, the independent air monitoring hygienist who may require individuals who enter the work area shall be subject to the requirements of the M & O Environmental Respiratory Protection Program and all other appropriate programs.

INSURANCE

Third party liability insurance will be provided by M & O Environmental in the amount of \$2 million. This is the standard "true occurrence" type policy, and our carrier has an "A" rating. (See attached.)

SAFETY INFORMATION

If required, material safety data sheets and/or other project information regarding surfactants, encapsulants, adhesive, etc. will be submitted for review prior to the commencement of work.

REGULATORY COMPLIANCE

All proper and required notification to the EPA and/or IDPH shall be made prior to mobilization of manpower and equipment by M & O Environmental. Appropriate documentation will be made to the owner upon request.

ON-SITE UTILITIES

Customer shall provide utilities for the subject job which includes hot and cold water, drains, electricity and the like.

WORK FORCE

Work crews are to be union members and will meet all necessary requirements.

HAULING AND DISPOSAL

Hauling shall be provided in accordance with current regulation and all waste shall be disposed of in licensed, EPA approved landfills. Burial manifests shall be submitted to the owner for his records.

DOCUMENTATION

Upon request, all documentation such as air sample reports, containment sign-in sheets, burial manifests, EPA notifications, etc. shall be submitted to the owner for his permanent files.

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive

Peoria, IL 61615

(309) 692-6700

Fax (309) 692-9812

REGULATORY NOTE

Please note that our proposal has been prepared on the basis of all Federal and State regulation and guidelines in effect at the date of this proposal. All work shall be performed in a professional and workmanlike manner and in complete and legal accordance with current OSHA regulations for Asbestos (Code of Federal Regulation Title 40, Part 61, Subparts A and M), acceptable industry practices and project specifications and requirements, as applicable.

CONFIDENTIALITY

Due to the potential of emotional responses to asbestos abatement, we shall, at all times during the project, adhere to a policy of strict confidentiality. Abatement workers shall endeavor to remain in the work areas at all times and shall at no time come into contact with building occupants while wearing protective clothing and respirators.

Again, thank you for the opportunity to submit this proposal to you. M & O Environmental is confidently looking forward to providing quality asbestos abatement services to you on this and future projects.

If you have any questions on this proposal or need any additional information, please contact me.

Sincerely,

M & O ENVIRONMENTAL COMPANY

Clinton N. Tyler
Vice President

CNT: aw

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive

Peoria, IL 61615

(309) 692-6700

Fax (309) 692-9812

August 31, 2023

Tazewell County

Attention: Mike Schone/Mindy Darcy

Re: Asbestos Abatement
McKenzie Building, Pekin
Quote #28846

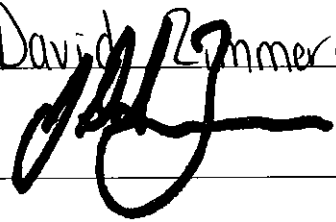
Again, thank you for the opportunity to submit this proposal to you. M & O Environmental is confidently looking forward to providing quality asbestos abatement services to you on this and future projects.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikers, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If requested in writing, we will provide additional insured status under the General Liability Policy.

If you have any questions on this proposal or need any additional information, please give me a call at 309-692-6700.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Printed Name David Zimmerman

Signature 

Date of Acceptance September 18, 2023

Reference Number: Quote #28846

Price: \$52,400.00
T&M Price: \$57,000.00

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 termination of the attached Administrative Services Agreement with IPMG (Insurance Program Managers Group); and

WHEREAS, the termination is being requested more than 60 days prior to the expiration as required in the Agreement; and

WHEREAS, the County Administrator is authorized to issue bids for third party administrator services.

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

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

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

IPMG EMPLOYEE BENEFIT SERVICES



Administrative Services Agreement

with

Tazewell County

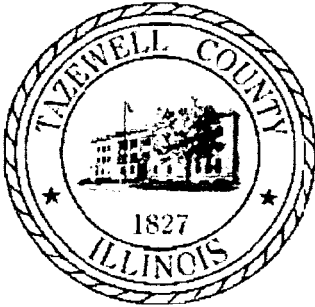


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This IPMG ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made and entered into effective **December 1, 2022** (“Effective Date”) by and between Total Broker Benefits, LLC – DBA IPMG Employee Benefit Services, its principal place of business at 225 Smith Rd., St. Charles, Illinois 60174 (“IPMG”) and Tazewell County, a corporation with its principal place of business at 11 S. 4th Street Suite 114, Pekin, IL 61554 (“Client”). All references to this Agreement shall include the schedules and exhibits to this Agreement unless otherwise specified. IPMG and Client may be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Client has established a Benefits Plan (the “Plan”) for eligible participants (the “Participants”);

WHEREAS, IPMG and its affiliates are in the business of providing certain benefit data processing and administrative services to its customers throughout the United States;

WHEREAS, Client has agreed to engage IPMG to provide the Base Services and any Additional Services (as such terms are defined below) to Client and its affiliates; and

WHEREAS, Client desires that IPMG provide Client and its affiliates with certain IPMG services pursuant to this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions

The following capitalized terms shall have the meaning ascribed thereto in this Agreement:

“**Addendum**” shall mean a schedule executed by the Parties that generally describes certain Additional Services and the supplemental terms and conditions that apply to IPMG’s provision and Client’s receipt and use of such Additional Services.

“**Additional Services**” shall mean those IPMG services that IPMG and Client desire for IPMG to provide to Client pursuant to this Agreement, and any Addendum, but excluding any Base Services.

“**Affiliate**” shall mean, with respect to any entity, any other entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such entity.

“**Base Services**” shall mean claims adjudication, data processing and administrative services set forth herein.

“**Change Order**” shall mean a written modification to the Base Services or Additional Services set forth herein, signed by representatives of both Parties.

“**Claim**” shall mean any third-party claim, damage, loss, liability, cost, or expense, including reasonable attorney’s fees.

“**Client Data**” shall mean any Client employee data that Client or Client’s designee supplies to IPMG for the performance of Services pursuant to this Agreement, including data collected, supplemented, or provided by IPMG.

“**Client Property**” shall mean the Client Data, any pre-existing proprietary materials, processes, or methodologies that Client specifies in connection with the Services, the Deliverables, and any Intellectual Property Rights associated therewith.

“**COBRA**” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985.

“**Confidential Information**” shall mean information and materials that a Party discloses to the other Party in the performance of this Agreement that the disclosing Party protects as confidential or proprietary, including any financial, technical, legal, marketing, network, or customer or vendor information, lists, reports, strategies, records, or data. Client’s Confidential Information shall be deemed to include the Client Property. IPMG’s Confidential Information shall be deemed to include IPMG Property and Fees.

“**Control**” (including the terms “Controlling,” “Controlled by” and “under common Control with”) means, with respect to the relationship between or among two or more entities, the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the affairs or management of an entity, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation, the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such entity.

“**Deliverables**” shall mean those tangible, written materials developed by IPMG and specified for delivery to Client as specified herein.

“**Fees**” shall mean the fees for the Services as set forth in a Fee Schedule.

“**Fee Schedule**” shall mean a schedule that describes the applicable fees for any Services set forth herein or in any Addendum.

“**Intellectual Property Rights**” shall mean any and all copyrights, patents, trademarks, trade secrets, and any other intellectual property rights recognized under applicable law associated with or relating to a Party’s Property, and any extensions, modifications, and enhancements thereto, or derivative works thereof.

“**IPMG Property**” shall mean the IPMG data, any software, materials, technologies, methods, processes, know-how, and techniques, and any other Intellectual Property Rights used, originated, or developed in connection therewith or otherwise in connection with this Agreement (but excluding any Client Property).

“**Participant**” shall mean any employee or dependent who is eligible for benefits (and enrolled) under the Plan.

“**Qualified Beneficiary**” shall mean an employee or beneficiary who is eligible for COBRA coverage in accordance with ERISA Section 607(3).

“**Qualifying Event**” shall mean an event described in ERISA Section 603.

“**Security Breach**” shall mean any actual, potential or threatened unauthorized access to or use of any Client Data.

“**Services**” shall mean any Base Services or Additional Services.

2. Agreement Operation

2.1 Agreement Application. This Agreement sets forth the terms and conditions that apply to IPMG’s provision and Client’s receipt and use of the Services. The Parties expressly understand and agree that their respective Affiliates may participate in this Agreement subject to the terms and conditions set forth herein for Services executed by such Affiliate(s). An Affiliate shall be deemed to undertake the rights and obligations of IPMG or Client, as applicable, for the purposes of performance of this Agreement, and shall be deemed a “Party” to this Agreement solely with respect to the performance of such Services.

2.2 Addendums. If IPMG and Client desire for IPMG to provide Additional Services to Client, the Parties shall enter into one or more Addendums to this Agreement. Each Addendum shall reference this Agreement and be incorporated herein by reference.

2.3 Precedence. In the event of a conflict among or between the terms of this Agreement, an Addendum, or a Change Order, the following precedence shall apply to the extent of any such conflict: (i) Change Order; (ii) Addendum; then (iii) this Agreement.

3. **Services.**

IPMG shall provide to Client those Services as set forth herein and in accordance with any Addendum. For purposes of this Agreement, Client agrees to the Services set forth in this Agreement, as well as the elected Addendum(s) set forth below:

3.1 Claim Administration Services. The claim administration procedure contemplated by the Plan and this Agreement will be composed of the following steps:

- a. The originating step in the medical, dental or vision claim administration procedure will be the submission to IPMG of a statement for professional fees, medical, dental or vision costs, or other health care expenses by either the provider or the employee. Depending on the member's medical, dental or vision network choice, if the services are rendered by a provider who is a member of such preferred provider organization network, IPMG will discount the provider's fee based upon the Plan network's agreement with that provider as pre-arranged between the network and the provider. If the claims are to be forwarded by the health care provider directly to the Plan network, the Plan network will discount the provider's fee based on the network's agreement and forward the re-priced claim to IPMG.
- b. In circumstances in which IPMG is providing claim administrative services for a health reimbursement arrangement ("HRA"), the originating step in the HRA claim administration procedure will be the submission to IPMG of a copy of the Explanation of Benefits (EOB) from the primary carrier. IPMG will then process the HRA claim up to the Plan's HRA limits.
- c. IPMG will rely on the information provided by Client in determining employee eligibility for Plan coverage and specific Plan coverage for services requested. The Client is responsible for providing IPMG with current eligibility information (Employee and Dependent demographic information, including, full address, email, and phone number) and supporting documents (Plan Document (PD), Summary Plan Description (SPD) and Summary of Benefits and Coverage (SBC) from previous carrier or TPA for all lines of coverage being serviced.
- d. IPMG will review the material filed in support of the claim involved. If such materials are incomplete, IPMG will request clarification from the service provider or participant or request the submission of additional information.
- e. IPMG will prepare and forward a copy of the Explanation of Benefits (EOB) or letter explaining the results of its review to the participant. When benefits are assigned, the service provider will also receive an EOB. If a claim is denied in whole or in part, the EOB will list all the items required by the Employee Retirement Income Security Act of 1974 (ERISA) and the Claims Procedure Regulations published by the Department of Labor.
- f. IPMG will process any appeals of denied claims submitted by a Participant. However, the Client is responsible for the final coverage decision of an appealed claim.
- g. Benefit payments will be drawn from the IPMG benefit payment account or the Client's benefit payment account on a weekly basis. Drafts for such payments will be prepared by

IPMG. A draft register summarizing the payable benefits will be made available to the Client via secure web portal on a [weekly] basis. Client will provide appropriate funds for the release of the payables benefits within seven calendar days following notification of the amount payable for the weekly draft register. Upon receipt of the authorization to release the draft register, IPMG will disburse the drafts directly to the payees.

3.2 COBRA Services. IPMG shall provide the following services to assist Client in complying with the requirements of COBRA.

- a. IPMG shall provide an initial COBRA notice to newly enrolled employees and to newly acquired dependents of covered employees advising them of their rights and obligations under COBRA;
- b. After Client has provided IPMG with notice of the occurrence of a Qualifying Event with respect to a Qualified Beneficiary, IPMG shall:
 - i. forward, within 14 days, the COBRA election notice via First Class US Mail to the Qualified Beneficiary advising him or her of their continuation option and the contribution required; and,
 - ii. respond within the time frames established herein to inquiries from the Qualified Beneficiary regarding his or her continuation option during the election period;
- c. If a Qualified Beneficiary does not elect coverage continuation for him/herself and, if applicable, his or her eligible dependent(s) within the COBRA election period, IPMG shall forward a letter to the Qualified Beneficiary advising of the expiration of his eligibility for coverage continuation;
- d. If a Qualified Beneficiary elects coverage continuation for him/herself or his or her eligible dependent(s) within the COBRA election period, IPMG shall:
 - i. confirm the enrollment
 - ii. IPMG shall collect 102% of the COBRA premiums from each Qualified Beneficiary, and will forward 100% of the COBRA premiums to the Client, retaining the additional 2%; and,
 - iii. issue payment to Client at the end of each month for premium payments collected by IPMG during that month;
- e. As of the end of each calendar month, IPMG shall make available via secure web portal a status report describing the status of each Qualified Beneficiary eligible for or continuing coverage;
- f. Upon timely notice from the Qualified Beneficiary to IPMG, IPMG shall forward notices to Qualified Beneficiaries who have a second qualifying event advising him or her of his or her option to extend coverage continuation;
- g. No later than 180 days prior to the end of the maximum continuation period, IPMG shall forward a letter to the Qualified Beneficiary advising of the expiration of his or her eligibility for coverage continuation.

3.3 Case Management Services. Hourly rates or per case rates as listed in the Fee Schedule for services provided by IPMG Nurse Case Management or an affiliated accredited partner organization.

3.4 Website Services. IPMG shall provide website administration in accordance with the following:

- a. IPMG will provide access to IPMG website and/or web portal for Client to be used as an employee and/or employer benefits portal. The access will include, at a minimum, employee eligibility data, benefit enrollment and election capabilities, benefit calculators, and area for company health initiatives.
- b. To the extent information is provided by Client, IPMG will upload employee demographic, plan document and applicable claims data to the web portal for access by Client or Client's broker / consultant.

- c. IPMG will host all electronic data on a secure, HIPAA-compliant network.
- d. IPMG will provide a secure interface to end-users with uniquely secure electronic sign-on and password protection.
- e. IPMG will provide online real-time reporting through the secure website for available data for all plans administered by IPMG. Plans not administered by IPMG may have limited data available.

3.4 Ancillary Services. In addition to the services described in Sections 3.1, 3.2 and 3.3 above, IPMG shall perform the following services:

- a. IPMG shall make members of its staff available to Client and Participants during normal posted business hours to discuss qualification requirements and claims.
- b. IPMG shall provide national toll-free telephone access for use by Client and Participants. IPMG shall also provide a secure email address for use by Client and Participants. IPMG shall respond to any emails sent to this address by the end of the next business day.
- c. IPMG may provide services or supplies not referenced herein directly or through outside vendors upon written approval of Client. Fees for such additional services shall be based on the time and materials required or the actual charges incurred for services performed by outside vendors. Prior to incurring any such fees, IPMG shall obtain written approval from Client by providing a written Change Order to Client. Additional fees not specifically cited in the Fee Schedule may be paid to IPMG in relation to vendor services which require IPMG administrative support with Client's prior written approval.
- d. IPMG will provide Client web portal access to Plan information. Client will also be given the capability to communicate employee eligibility information to IPMG via access to IPMG's secure web portal.
- e. After the end of each calendar month, IPMG will furnish to Client via its web portal a list of agreed upon reports.
- f. IPMG will furnish to Client a draft register confirming when drafts are issued.
- g. IPMG will furnish to the Client such information in its possession needed by to make filings required under ERISA. IPMG will provide sufficient information for Client to complete Schedule A of Form 5500. Responsibility for such filings will be the sole responsibility of Client.
- h. When directed by Client, IPMG will submit claims for reimbursement to the insurance company providing excess loss coverage issued in connection with the Plan. IPMG acts solely on the behalf of Client and shall not be deemed a party to the excess loss contract. IPMG is not liable for amounts denied by the excess loss insurer.
- i. IPMG will provide any statistics needed for filing with the U.S. Department of Labor and/or Internal Revenue Service and will prepare and file Form 1099 MISC for service providers.
- j. IPMG will forward payment from the IPMG benefit payment account or the Client's benefit payment account to the firm retained by Client to administer the prescription drug program upon receipt of Client's funds necessary to release such payment. The eligibility of an employee (or his or her dependent) for prescription drug benefits will be determined by the

prescription drug vendor based on information provided to the vendor by Client through IPMG. IPMG is not responsible for the accuracy of information provided by the Client.

- k. IPMG has existing agreements with preferred prescription drug programs (PBMs) which cover costs associated with day-to-day drug program support on behalf of the Client and the PBM. IPMG provides data extract file creation, billing, eligibility / claim data connectivity services, compliance, account reconciliation, member accumulator balances, reporting and client service support. If Client chooses to utilize a non-preferred PBM, additional administrative fee will apply as to cover support services (see Fee Schedule Addendum).
- l. IPMG will provide the following services to assist the Plan Sponsor in complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended:
 - i. Issuing certificates of creditable coverage directly to terminating Participants and COBRA continuants, including: (1) issuing separate certificates for family members with different coverage periods; (2) responding to written requests for certificates; (3) Upon notification to IPMG by the Plan Sponsor, issuing certificates to dependent children who reach the limiting age. *IPMG is not responsible for monitoring the eligibility status of participants – including the age of dependents;*
 - ii. Notifying new enrollees about the impact of prior coverage on their pre-existing condition limitation;
 - iii. Contacting prior plans to acquire certificates of creditable coverage if Client or employee cannot provide a certificate; and
 - iv. Respond to questions from active and terminated persons about their portability status.
- m. When applicable, IPMG will provide services to assist the Plan Sponsor in complying with the requirements of the New York Health Care Reform Act of 1996 (HCRA) on a monthly or annual basis and with the requirements of the Uncompensated Care Pool surcharge administered by the Division of Health Care Finance and Policy of the Commonwealth of Massachusetts.
- n. Upon Client's request, IPMG will forward potential subrogation claims to a contracted outside recovery firm or to Client's attorney of choice to obtain reimbursement in cases where another party may be liable for the charges.
- o. When applicable, IPMG may forward certain bills to an independent bill review firm. This firm will attempt to reduce the total charges billed. Client is responsible for related fees which most commonly are reflected as a percentage of savings.
- p. When applicable, IPMG may forward out-of-network claims to a cost containment firm to assist in reducing the total charges for such bills. Client is responsible for related fees which most commonly are reflected as a percentage of savings.
- q. When appropriate under the terms of the Plan, and as approved by Client, IPMG will forward information to a medical reviewer for the purpose of determining the appropriateness of treatment.
- r. In the event that IPMG pays a claim in good faith but in error, IPMG shall make a good faith attempt to recover any overpayment. If IPMG is unable to recover the overpayment, the claim may be referred to a collection agency or other credit recovery firm [at the request

and expense of the Client]. In no event may the Client hold IPMG liable for reimbursement of overpayments made in error but in good faith by IPMG, unless specified elsewhere in this Agreement.

- s. Client may, in the course of its benefits management, enter into agreements with outside vendors, whether recommended by IPMG or otherwise. Such agreements are third party agreements and IPMG is not a party thereto. Third party vendors may include, but are not limited to, utilization review firms, stop-loss carriers, wellness coordinators and prescription benefit managers. Additional fees not specifically cited in the Fee Schedule may be paid to IPMG in relation to vendor services which require IPMG administrative support with Client's prior written approval.

3.4 Client Support.

Client shall perform those services, tasks, responsibilities, reviews, and approvals ("Client Tasks"), and provide that or those data, materials, information, cooperation, and access to Client resources ("Client Support") as specified herein or as IPMG may otherwise reasonably request in connection with the Services. Client's failure to timely perform any Client Tasks or provide any Client Support may result in or require a change to the Services, timelines, or Fees and require the Parties to document such impact. IPMG may equitably delay any Services to the extent impacted by a Client failure to perform any Client Tasks or Client Support.

3.5 Client Contributions, Tasks and Responsibilities.

- a. Eligibility Determination. Client shall be responsible for all determinations of eligibility for benefits under the Plan including monitoring ongoing eligibility of Participants. IPMG shall rely on such determinations and shall not be responsible for any errors with respect to information provided by the Client.
- b. Client Information. Client shall inform IPMG in writing of any changes to the Plan, forms, vendors, or any other change that may impact IPMG's ability to provide the Services or to perform its obligations under this Agreement.

3.6 Compliance with Laws. IPMG shall perform the Services in accordance with all applicable federal, state, and local laws, regulations, rules, and judicial and administrative decisions. Client shall collect and provide IPMG the Client Data and use the Services in accordance with all applicable federal, state, and local laws, regulations, rules, and judicial and administrative decisions. If at any time during the Term the Services, or Client's provision or IPMG's use of the Client Data in accordance with this Agreement becomes subject to any requirements imposed by any applicable federal, state, or local laws, regulations, rules, and judicial and administrative decision, the Parties shall work together in good faith to modify the affected Services and Fees to reflect any such changes. IPMG is not liable for and does not make any representations regarding the Plan's compliance with applicable laws.

4. **Term and Termination**

4.1 Term. This Agreement shall commence as of the Effective Date and shall continue in effect for twelve (12) months ("Term"), unless earlier terminated in accordance with this Agreement. THE TERM SHALL EXTEND AUTOMATICALLY FOR ADDITIONAL, SUCCESSIVE ONE (1) YEAR PERIODS, UNLESS AND UNTIL A PARTY PROVIDES WRITTEN NOTICE OF TERMINATION TO THE OTHER PARTY NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE TERM OR APPLICABLE EXTENSION. IN ADDITION TO OTHER APPLICABLE TERMINATION FEES LISTED IN ANY FEE SCHEDULE OR ADDENDUM, A PENALTY OF ONE MONTH'S AVERAGE BILLING FEE MAY APPLY FOR FAILING TO PROVIDE 60 DAYS PRIOR NOTICE.

4.2 Termination for Cause. Either Party may terminate this Agreement or an Addendum upon thirty (30) days written notice in the event the other Party materially breaches any material term, condition, or

obligation with respect thereto and fails to correct or cure such breach within thirty (30) days following the breaching Party's receipt of such notice.

4.3 Termination for Nonpayment. This Agreement may be terminated by IPMG upon the occurrence of the earliest of the following events:

- a. Upon Client's failure to pay fees and expenses owing under this Agreement in accordance with Section 5.2, and after failing to cure the default within ten (10) days.
- b. Upon Client's failure to fund draft register benefit payable amounts subject to the following conditions:
 - i. Client's receipt of first notice of funding deficiency and/or failure to fund necessary amounts within twenty (20) days of having received draft register;
 - ii. Client's second notice of funding deficiency and/or failure to fund necessary amounts within ten (10) days of having received first notice, or thirty (30) days after having received a draft register;
 - iii. Client's receipt of notice that the service termination process will be initiated within fifteen (15) days of having received second notice of forty-five (45) days after having received a draft register;
 - iv. Client's receipt of notice that the service agreement has been terminated within fifteen (15) days of having received termination letter, of sixty (60) days after having received a draft register.

When this Agreement is terminated under either of the above conditions, IPMG will issue written notice to the Client of IPMG's termination of the Agreement and shall immediately cease the performance of any further Services and will not perform any run-out services. All Plan records, and applicable Plan information shall be returned to the Client as otherwise provided for herein. IPMG shall have no responsibility for the processing and/or payment of any claims for which Client has not adequately funded prior to or after receiving notice of funding deficiency and/or termination of services by IPMG.

4.4 Effect of Termination. Any Addendum not expressly terminated in accordance with this Agreement or by their own terms shall survive termination of this Agreement for the duration specified therein or, if no such duration is specified, then until IPMG has completed the applicable Services. Such Service Schedule shall continue to be subject to the terms of this Agreement unless otherwise specified in writing by the Parties thereto. Upon termination of any Service Schedule, Client shall pay IPMG for all conforming Services provided by IPMG in accordance with the terms of this Agreement and such Service Schedule.

5. Fees

5.1 Fees. Client will pay IPMG for the Services in the amounts and manner set forth in the applicable Fee Schedule within the Agreement, or applicable Addendum (collectively, the "Fees"). The Fees include late fees and third-party fees billed by and paid through IPMG as agreed between the parties including but not limited to network access fees, life insurance premiums, broker / consultant fees, utilization review vendor fees, and any applicable state, local or other sales or use taxes.

5.2 Payment. IPMG shall invoice Client each month in advance for Fees with respect to this Agreement and any Addendum. Each invoice shall describe in reasonable detail the Services performed and associated Fees. Client shall pay to IPMG all invoiced amounts not disputed by the tenth (10th) of the month. Client shall promptly identify and communicate any invoice or Fee dispute to IPMG and may dispute payment only with respect to those Services that fail to substantially conform to this Agreement and any Addendum. If Client fails to pay any invoice in accordance with the foregoing terms, Client shall also pay to IPMG interest on the unpaid amount equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law.

5.3 Fee Changes. IPMG shall review its fee schedule annually and provide Client with a proposed fee schedule no later than 60 days prior to the automatic renewal date pursuant to Section 4.1. Client shall have 30 days to approve such modified fee schedule or elect to terminate the Agreement.

6. Data

6.1. Client Data. IPMG shall use Client Data solely to perform the Services pursuant to this Agreement and for no other purpose. IPMG shall not disclose Client Data to any third party, except as directed by Client or as necessary for IPMG to provide the Services. IPMG shall destroy or return Client Data promptly following completion of the applicable Services. Client shall be responsible for its provision of any such Client Data to IPMG and IPMG use of such Client Data in accordance with this Agreement.

6.2. Security. IPMG shall maintain reasonable security procedures and practices appropriate to the nature of the information to protect the IPMG Data in Client's possession from unauthorized access, destruction, use, modification, or disclosure. IPMG shall provide Client immediate written notice upon discovery or notification of any Security Breach and promptly and at its own expense investigate and take all steps to identify, prevent and mitigate the effects of any Security Breach. IPMG shall promptly provide to Client a detailed description of the incident, the IPMG Data accessed the identity of affected individuals concerning the Security Breach and conduct any recovery necessary to remediate the impact and bear any cost or loss Client may incur as a result of the Security Breach, including any cost associated with notifying any affected individuals. In the case of a security breach under HIPAA, IPMG shall follow any and all mandated procedures established by the Department of Labor ("DOL").

7. Confidentiality

7.1 Restriction. The Parties shall from time to time disclose to each other Confidential Information in connection with the performance of this Agreement or the Services. A Party receiving Confidential Information pursuant to this Agreement ("Recipient") shall treat all Confidential Information provided by the disclosing Party ("Discloser") as proprietary and confidential to the Discloser and shall not disclose or permit disclosure of such Confidential Information to any third party, provided that the Recipient may disclose Confidential Information to its employees, officers, or directors, or legal or financial representatives on a need-to-know basis. The Recipient shall safeguard all Confidential Information of the Discloser with at least the same degree of care (and in no event less than reasonable care) as the Recipient uses to protect its own Confidential Information of like kind. The Recipient shall use the Discloser's Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall not use or disclose such Confidential Information for its own benefit or for the benefit of others, except as otherwise authorized by this Agreement or the Discloser in writing.

7.2 Exclusions. The following shall not be deemed Confidential Information and the Recipient shall have no obligation with respect to any such information that is: (i) in or enters the public domain by no fault or wrongful act of the Recipient; (ii) known by the Recipient prior to disclosure by the Discloser; (iii) disclosed to the Recipient by a third party who was not under a similar restriction or obligation of confidentiality to the Discloser and without breach of this Agreement; (iv) independently developed by the Recipient without any breach of this Agreement, as shown by documentary evidence; (v) approved for release by written authorization of the Discloser; or (vi) disclosed pursuant to the lawful requirement or order of a court or governmental agency, provided that, upon the Recipient's receipt of a request for such a disclosure, the Recipient gives prompt notice thereof to the Discloser (unless such notice is not possible under the circumstances) so that the Discloser may have the opportunity to contest such disclosure and seek a protective order or other appropriate remedy.

7.3 Return or Destruction. All Confidential Information transmitted or disclosed hereunder will be and remain the property of the Discloser, and the Recipient shall (at the Discloser's election) promptly destroy and certify such destruction in writing or return to the Discloser any and all copies thereof upon termination of this Agreement, or upon the Discloser's written request.

7.4 Remedies. The Parties acknowledge and agree that, given the unique and proprietary nature of the Confidential Information, monetary damages may not be calculable or a sufficient remedy for a breach of this Section 7 by a Recipient, and that a Discloser may suffer irreparable injury as a consequence of such breach. Accordingly, in the event of an actual or threatened breach of this Section 7, a Discloser shall be entitled to seek equitable relief (including, but not limited to, injunction and specific performance) to remedy such breach or threatened breach. Such remedies shall not be deemed to be exclusive remedies for a breach by a Recipient but shall be in addition to any other remedies available to a Discloser at law or in equity.

8. Intellectual Property Rights

8.1 Client. Client shall own exclusively all right, title and interest in and to all Client Property.

8.2 IPMG. IPMG shall own exclusively all right, title and interest in and to the IPMG Property.

8.3 Assistance. Each Party shall execute (and make commercially reasonable efforts to cause all appropriate third parties to execute) any documents (including patent and copyright applications and assignments), provide all reasonably requested assistance, and take any other actions reasonably requested by the other Party to demonstrate and effectuate the ownership rights set forth in this Section 8.

9. Warranty

9.1 IPMG Warranties. IPMG warrants to Client that IPMG shall: (i) perform the Services in a good and workmanlike manner in accordance with the specifications set forth herein; and (ii) use commercially reasonable efforts to deliver the Services in a timely manner. Any Service specific turnaround time warranties shall be outlined herein or in any Addendum.

9.2 Client Warranties. Client warrants to IPMG that Client: (i) has collected the Client Data in accordance with all applicable federal, state, and local laws, regulations, rules, and judicial and administrative decisions; (ii) has the right to provide the Client Data to IPMG for use by IPMG in accordance with this Agreement; and (iii) has and will continue to notify IPMG of any and all material changes to the Plans and other Client Data applicable to IPMG providing the Services.

9.3 Warranty Disclaimer. IPMG makes no representations in regard to, and shall never be responsible for, the accuracy or reliability of data received from other sources, whether or not contained in its various databases. THE WARRANTIES SET FORTH IN SECTION 9.1 ARE THE ONLY WARRANTIES IPMG HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES. IPMG MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY IPMG DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY IPMG HEREUNDER, AND IPMG HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IPMG DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

10. Indemnification

10.1 IPMG. IPMG shall indemnify, defend and hold harmless Client and its officers, directors, and employees from and against any and all Claims to the extent arising as a result of any (i) infringement of any United States patent, copyright, trade secret, or other intellectual property right by IPMG in connection with IPMG's performance of the Services; (ii) any Security Breach by IPMG; and (iii) any violation by IPMG of any applicable federal, state or local law, regulation, rule, or judicial or administrative decision or order in IPMG's performance of the Services.

10.2 Client. Client shall indemnify, defend and hold harmless IPMG and its officers, directors, and employees from and against any and all Claims to the extent arising as a result of any (i) infringement of

any United States patent, copyright, or trade secret, or any other third party rights by Client in connection with IPMG use of any Client Data in accordance with this Agreement; (ii) Client violation of any applicable federal, state or local law, regulation, rule, or judicial or administrative decision or order in Client's provision of the IPMG Data or use of the Services; and (iii) any actions taken by IPMG (a) as part of the Services; (b) pursuant to the procedures established in this Agreement; or (c) at the request of Client.

10.3. Procedures. A Party seeking indemnification for a Claim pursuant to this Agreement ("Indemnified Party") shall provide written notice detailing the circumstances of the Claim to the Party responsible for indemnifying against the Claim ("Indemnifying Party") within ten (10) days following the discovery of such Claim by the Indemnified Party. Failure to timely provide such notice shall not diminish the Indemnifying Party's indemnification obligation except to the extent the Indemnifying Party's ability to defend such Claim is materially prejudiced by such failure or delay. The Indemnified Party shall provide the Indemnifying Party with such information and cooperation as the Indemnifying Party may reasonably request.

11. **Limitation of Liability**

If Client reasonably determines that the Services do not meet IPMG's obligations under this Agreement, Client shall so notify IPMG in writing within thirty (30) days after receipt of the Services in question. Client's failure to so notify IPMG shall mean that Client accepts the Services "AS IS." If Client so notifies IPMG within thirty (30) days after receipt of the Services, then, unless IPMG reasonably disputes Client's claim, IPMG shall, at its option, either reperform the Services in question or issue Client a credit for the amount Client paid to IPMG for the nonconforming Services. IF NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UNDER THIS AGREEMENT ON IPMG, THEN CLIENT AGREES THAT IPMG IS ONLY LIABLE FOR LOSSES ARISING FROM IPMG'S GROSS NEGLIGENCE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

12. **General Provisions**

12.1. Waiver. Either party may waive compliance by the other party with any covenants or conditions contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.

12.2. Audit. Client shall have the right once per annum, upon reasonable prior notice to IPMG, to engage a third-party auditor to audit IPMG's use of the Client Data and performance of the Services to assure accurate calculation of the Fees. IPMG shall provide Client with full cooperation in connection with such an audit and shall provide Client's representative access to such properties, records and personnel as Client may reasonably request for such purpose. A charge may be assessed based on an hourly rate for time incurred by IPMG personnel on the audit as indicated on the applicable Fee Schedule.

12.3. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared, or divided in whole or in part by Client without IPMG's prior written consent.

12.4. Excusable Delays. Neither Party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent which such delay or failure is caused by

events beyond the reasonable control of the party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a Party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the Party will promptly notify the other Party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed job whenever such causes are removed.

12.5. Counterparts. This Agreement may be executed in multiple counterparts with each fully executed counterpart constituting an original instrument. Facsimile counterparts and signatures shall have the same force and effect as originally executed counterparts.

12.6. Choice of Law. This Agreement is governed by and construed in accordance with the internal substantive laws of the State of Illinois without regard to its conflict of law principles.

12.7. Notices. All notices under this Agreement shall be made in writing by certified mail (return receipt requested) or using a nationally recognized private courier and shall be deemed delivered at the time of receipt. Notices to IPMG and Client shall be addressed to the addresses provided below each Party's signature, or to such other address as either Party shall designate in writing to the other from time to time. Notice given by Client to its broker or other third-party agent shall not constitute notice to IPMG. Additionally, email notice, verbal notice or messages left on voicemail by Client to an employee or agent of IPMG shall not constitute notice to IPMG.

12.8. Complete Agreement. This Agreement, as supplemented by any Fee Schedule or applicable Addendum, sets forth the entire understanding of Client and IPMG with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

12.9. Amendments. This Agreement may only be amended in writing signed by authorized representatives of both parties.

12.10. Survival. The provisions of Sections 4.3, 5, 7, 8, 10, 11 and 12 shall survive expiration or termination of this Agreement for any reason.

12.11. Authority to Sign. Each Party represents that the person signing this Agreement has all right, power, and authority to sign this Agreement on behalf of such Party.

12.12. Client Files. Any files maintained by IPMG in connection with its administration of claims arising under the Plan will be the sole property of Client and will be returned to Client for storage periodically. Upon termination of this Agreement, all files, including the claim database maintained in the computer software, will be made available to Client in consideration of Client's reimbursement of any reasonable expenses incurred by IPMG in providing such files to Client.

12.13. IPMG Agent of Client. IPMG shall perform all acts and duties assumed hereunder in a ministerial capacity as an agent of Client (the "Plan Sponsor"). IPMG shall have no responsibility for the design or implementation of the Plan, such responsibility being solely the Plan Sponsor's. IPMG shall have no power to interpret ambiguities or conflicts that may exist in any provision of the Plan but shall abide by the decisions of the Plan Sponsor on all questions of substance and procedure respecting the Plan. IPMG does not insure nor underwrite the liability of the Plan Sponsor under the Plan and serves only as the agent of the Plan Sponsor in connection with administration of the Plan. Nothing in this agreement shall be construed as establishing the relationship of Plan Sponsor-employee between the parties hereto, and no employee of either party shall be deemed to be an employee of the other. IPMG shall serve in an administrative capacity only. IPMG does not act or serve as a fiduciary, or in a fiduciary capacity, as defined in Section

3(21) of the Employee Retirement Income Security Act of 1974 ("ERISA") and in any and all regulations promulgated by the Secretary of the Treasury and the Secretary of Labor pursuant thereto.

12.14. Forms. When, in accordance with this Agreement, IPMG is required to prepare or devise forms or materials specific to Client, the reasonable cost incurred in preparing such items shall be paid by Client, provided IPMG is authorized in writing by Client to provide such services.

12.15. Legal and Professional Fees. It is understood and agreed that Client shall provide or be responsible for obtaining and the expense and cost of legal counsel, actuaries, certified public accountants, investment counselors, investment analysts, consultants, or similar type services performed for Client; Client shall engage such service and incur any expense or cost, therefore.

12.16. Misstatements. Any misstatement or other mistake of fact by IPMG shall be corrected when it becomes known and IPMG shall make such adjustments as the parties agree are equitable and practicable.

12.17. Taxes and Other Charges. In the event that a state or other jurisdiction, in accordance with existing or future law, determines that IPMG is liable for payment of any tax, benefit payment, surcharge or assessment with respect to any aspect of the Plan, Client agrees to reimburse IPMG for the amount of any such tax, payment, surcharge or assessment, and the interest expense assessed against or incurred by IPMG before or after payment of such amounts. In the event that a state or other jurisdiction, in accordance with existing or future law, imposes upon IPMG the duty to act as agent for collection of any tax, benefit payment, surcharge or assessment imposed upon the Plan or Client or with respect to any aspect of the Plan, Client will pay over any such amount to IPMG when requested to do so by IPMG.

IN WITNESS WHEREOF, Client and IPMG sign and deliver this Agreement as of the Effective Date set forth below.

<p>Total Broker Benefits dba IPMG Employee Benefits Services</p> <p>Name: Kristie Duncan</p> <p>Title: Vice President of Operations</p> <p>Signature:</p> <p>Date:</p>	<p>Tazewell County</p> <p>Name:</p> <p>Title:</p> <p>Signature:</p> <p>Date:</p>
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Address for Notice:
IPMG EMPLOYEE BENEFITS SERVICES
225 Smith Rd.
St. Charles, IL 60174
Attn: Gregg Peterson, President

Address for Notice:
Tazewell County
11 S. 4th Street, Suite 114
Pekin, IL 61554
Attn: David Zimmerman

FEE SCHEDULE

Fees for Services. Client agrees to pay IPMG the following fees in the amounts specified in the Fee Schedule attached hereto:

1. Claim Administration Fee. Client will pay to IPMG an amount equal to the number of employees covered by the plan on the first day of each calendar month multiplied by the per employee fee noted in the Fee Schedule attached hereto.
2. Installation Fee. Client will pay to IPMG a one-time installation fee if one is outlined in the Fee Schedule attached hereto (if applicable). Such fee will include the enrollment, initial plan set-up and initial plan document.
3. Subrogation Fees. Client will pay to the vendor and IPMG the percentage of any savings thereby achieved outlined in the Fee Schedule attached hereto.
4. Bill Review Fees. In addition to any fees charged by the bill review firm and approved by Client in advance, Client will pay to IPMG the percentage of any savings thereby achieved outlined in the Fee Schedule attached hereto.
5. Out-of-Network Discounting and Negotiation Fees. Client will pay to IPMG the percentage of any savings achieved for out-of-network discounts outlined in the Fee Schedule attached hereto.
6. Non-Preferred Pharmacy Program Support Fee. Client or Pharmacy Benefit Program will pay to IPMG an additional amount equal to the number of employees covered by the plan on the first day of each calendar month multiplied by the per employee fee noted in the Fee Schedule attached hereto. If Data File Services are required, PBM or Client will also pay to IPMG a onetime implementation fee equal to the actual cost to program, test and provide extract connectivity to the client's non-preferred pharmacy program.
7. Medical Review Services Fees. Client will reimburse IPMG for the fees charged by a medical reviewer for determining the appropriateness of treatment should Client approve the use of such third party reviewer. IPMG will not retain any fees for the review process.
8. Credit Balance Recoveries. With Client's prior written approval, a review firm shall conduct financial audits of provider data to uncover cases where such provider has been overpaid on claims which have not already been identified by IPMG. Client will pay to IPMG the percentage of credits recovered outlined in the Fee Schedule attached hereto.

9. Termination Fees. If this Agreement is terminated in accordance with the Agreement, fees for services performed by IPMG with the prior written approval of Client after the effective date of termination shall be paid by Client to IPMG at the rates set forth in the Fee Schedule hereto. Post-termination services that may be provided by IPMG on behalf of Client include:
- a. Preparation of all necessary reports to comply with the requirements of the New York Health Care Reform Act of 1996 (HCRA) through the last day of the calendar year in which claims are processed.
 - b. Preparation of any required Form 1099 MISC returns for medical providers for the remainder of the calendar year in which the termination occurred, as well as any subsequent calendar years during which claims are processed on behalf of Client.
 - c. Processing run-out claims (claims incurred prior to the date of termination) for a period of three (3) months; provided, however, Client pays to IPMG a one-time fee equal to three times the last month's administration fee prior to the date of termination. If Client requests run out claim processing after the three (3) months, a per claim charge will be charged as outlined in the Fee Schedule attached.
 - d. If Client does not request that IPMG process run-out claims, Client will pay IPMG a per claim charge outlined in the Fee Schedule attached hereto for claims received by IPMG after the termination date that are forwarded to a new administrator.
 - e. IPMG will provide options for Client for storage or transferring Client files at the time of termination that will include the fees to accomplish each option provided by IPMG.
 - f. In the event Client requests in writing that IPMG provide additional reports or services, Client may be responsible for the cost and expense thereof.
10. Fees for Other Services. IPMG shall invoice Client and Client shall reimburse IPMG for any and all charges and fees charged by physicians and vendors used by IPMG at the request of and with the written approval of Client in providing the Services.

IPMG reserves the right to adjust fees at any time with the written approval of Client.

Fee and Commission Disclosure Statement

Plan Year: December 2022 – November 2023

This Fee Schedule is incorporated and made a part of the Agreement and shall otherwise be applicable for the Plan Year set forth above (and subject to renewal in accordance with the terms of the Agreement).

A. Administration Fees: Please Check all that apply.

Service	PEPM Fee
IPMG Base Administration (includes)	\$26.00
Medical	Included
Rx	Included
COBRA	\$3.00
ID Cards/EOBs – Creation, Mail & Postage	Cost Reimbursement
Plan Docs	Included
Reporting	Included
Installation	Included
Renewal	Included
PPO Network Access	Included
Pharmacy Benefit Manager Access	N/A
IPMG Additional Administration Services	
Dental/Vision Administration	\$2.00
MRA Plan Administration	\$5.00
Advanced Funding	N/A
HRA Plan Administration	\$7.50
Web/Electronic Enrollment – Client Managed	No Charge
Web/Electronic/Paper Enrollment – Client Managed	\$250 monthly
Enrollment Interface File	\$250 per month plus Implementation Fee
Positive Pay Banking	
Clinical Services	
Case Management	\$138 per hour
Disease Management	\$138 per hour or \$2.90 pepm
Utilization Management (AHH comprehensive program)	\$1.85
Enhanced Case Management	\$200 per hour
Maternity Management	\$368 per case
Medical Review (Internal/External)	\$138/\$238 + any Ancillary Fees
IPMG Partner Services	
Teladoc	\$2.00
SupportLinc - EAP	\$600/month
Cost Containment Negotiations	25% of Savings (5% retained by IPMG)
Subrogation	30% of Recovery (3% retained by IPMG)
Bill Review	25% of Savings (5% retained by IPMG)
Service	PEPM Fee
Credit Balance Recovery	30% of Recovery (3% retained by IPMG)

External Audit	Cost plus 15%
Non-Preferred Vendor	\$250 per month plus Implementation Fee
Termination	
1099's Post Termination	Time & Materials Basis
Claim Forwarding	Time & Materials Basis
Specific Claim Filing	Time & Materials Basis
Runout	
Standard – 3 Months Runout Administration	One-time fee equal to Three times the last month's administration fee paid prior to the date of termination.
Optional – Additional 3 Months Runout Administration	TBD
Hourly Time & Material Rate	\$200
Assumptions	
Vendor partners may have varying fee increase dates that could affect above fees mid-year.	
Plan Documents, Summary Plan Descriptions and Summary of Benefits & Coverage, are provided as part of the baseline administrative services fee, however, mid-year or excessive plan changes and/or rewrites or may require additional fees.	
Other services not listed or that are beyond the scope of those normally required for administration of your plan, would require a detailed quote details document. Please contact your Account Manager to determine pricing at the time of service request.	
IPMG may receive an administrative service fee from PBMs for managing account services, enrollment, eligibility, invoicing and reporting on behalf of the PBM.	

Total Broker Benefits dba IPMG Employee Benefits Services	Tazewell County
Name: Kristie Duncan	Name:
Title: Vice President of Operations	Title:
Signature:	Signature:
Date:	Date:

Address for Notice:
IPMG EMPLOYEE BENEFITS SERVICES
225 Smith Rd.
St. Charles, IL 60174
Attn: Gregg Peterson, President

Address for Notice:
Tazewell County
11 S. 4th Street, Suite 114
Pekin, IL 61554
Attn: David Zimmerman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dennis Hallstein of PO Box 776, Minier, IL to the West Fork Drainage District for a term commencing September 05, 2023 and expiring September 01, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Dennis Hallstein to the West Fork Drainage District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Dennis Hallstein to the West Fork Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Kuhfuss & Proehl PC, 342 Elizabeth Street, Pekin, IL 61554 of this action.

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Raymond Woodrow of 4794 Towerline Road, Green Valley, IL to the Union Drainage District No. 1 for a term commencing September 05, 2023 and expiring September 01, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Raymond Woodrow to the Union Drainage District No. 1 and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Raymond Woodrow to the Union Drainage District No. 1.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Atty., 342 Elizabeth St., Pekin, IL 61554 of this action.

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Mark Weyhrich of 15190 Christmas Tree Road, Green Valley, IL to the Union Drainage District No. 1 for a term commencing September 05, 2023 and expiring September 02, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Mark Weyhrich to the Union Drainage District No. 1 and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Mark Weyhrich to the Union Drainage District No. 1.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Kuhfuss & Proehl PC, 342 Elizabeth St., Pekin, IL 61554 of this action.

PASSED THIS 27th DAY OF SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Monica Whetstone, 100 N.E. Adams Street, Peoria, Illinois to the East Peoria Drainage and Levee District for a term commencing September 5, 2023 and expiring September 1, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Monica Whetstone to the East Peoria Drainage and Levee District and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Monica Whetstone to the East Peoria Drainage and Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney James D. Bradshaw, LLC, 601 Margaret Street, Pekin, Illinois 61554 of this action.

PASSED THIS 27th DAY of SEPTEMBER, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
TAZEWELL COUNTY, ILLINOIS**

**EAST PEORIA DRAINAGE AND
LEVEE DISTRICT**

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Case Number: 1994-MC-000002

FILED

September 8, 2023

TAZEWELL COUNTY CIRCUIT CLERK
TENTH JUDICIAL CIRCUIT OF ILLINOIS

NOTIFICATION

TO THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

You are hereby notified that a Petition has been filed in the above-entitled matter, signed by the adult landowners owning a majority of the acreage embraced in the District and requesting that Monica R. Whetstone, who is employed by Caterpillar, Inc., 100 N.E. Adams Street, Peoria, Illinois, be appointed as Commissioner of said District for a term commencing on September 5, 2023, and ending on September 1, 2026.

The Court finds from examination of said Petition that it is in the best interests of the District that the requirement of ownership of land in the District be waived as provided in Section 3 of Article 4 of the Drainage Code.

Your attention is further called to Section 2 of Article 4 of the Drainage Code which states that your Board shall appoint Ms. Whetstone, except for good cause shown; and also, is called to the requirements of Section 4 of Article 4 of the Drainage Code that your Board must fix the amount of the bond to be given by said Commissioner, and that said bond is to be approved by your Board.

The Clerk of this Court is directed to transmit a certified copy of this Notification to the County Board of Tazewell County, Illinois.

9/8/2023 4:40:40 PM

Entered **9/8/2023**



JUDGE

Prepared by:

James D. Bradshaw (ARDC #6206624)
Attorney James D. Bradshaw, LLC
601 Margaret Street
Pekin, Illinois 61554
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Facsimile: 309.620.9280
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Tazewell County Board Calendar of Meetings October 2023

County Board/Tentative Budget Nick Graff, Chair	Monday, October 2 6:00pm – JCCR	All County Board Members
Zoning Board of Appeals Duane Lessen, Chair	Tuesday, October 3 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Krehbiel, Nelms, Sinn, Smith
Land Use Kim Joesting, Chair	Tuesday, October 10 5:00pm – Jury Room	Crawford, M. Goddard, Hall, Krehbiel, Nelms, Sinn, Smith
Rules Bill Atkins, Chair	No meeting scheduled	Crawford, Harris, Proehl, Smith
Health Services Jay Hall, Chair	Thursday, October 12 5:30pm – TCHD	S. Goddard, Hagaman, Longfellow, Paget, Sinn, Smith
Insurance Review David Zimmerman, Chair	TBD	S. Goddard, Mingus, Rich-Stimson
Transportation Greg Menold, Chair	Tuesday, October 17 1:30pm - Tremont	Crawford, Deppert, Hall, Harris, Paget, Proehl, Nelms
Property Greg Longfellow, Chair	Tuesday, October 17 3:30pm – JCCR	Atkins, M. Goddard, Graff, Hagaman, Joesting, Mingus, Rich-Stimson, Schneider
Finance Nick Graff, Chair	Tuesday, October 17 following Property – JCCR	Atkins, Deppert, S. Goddard, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Human Resources Tammy Rich-Stimson, Chair	Tuesday, October 17 following Finance – JCCR	Atkins, Deppert, S. Goddard, Graff, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Schneider
Risk Management David Zimmerman, Chair	Wednesday, October 18 4:00pm – Jury Room	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Executive David Zimmerman, Chair	Wednesday, October 18 following Risk Management	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Board of Health	Monday, October 23 6:30pm - TCHD	Hall
County Board	Wednesday, October 25 6:00 pm – JCCR	All County Board Members
County Board/Final Budget David Zimmerman, Chair	Wednesday, October 25 following County Board	All County Board Members