

INDEX

- T-19-32** 1. Approve Agreement for Federal Funds- Design & Construction- 13-16130-00-DR
- T-19-33** 2. Approve Agreement for Operation & Maintenance- 13-16130-00-DR
- P-19-18** 3. Approve structural change to the Office of the County Clerk and funding from County General Capital Projects
- P-19-16** 4. Approve lease renewal agreement for office space in the Monge Building
- P-19-17** 5. Approve changes to leases for office space in the Monge Building
- P-19-19** 6. Approve replacement of a condensing unit
- F-19-23** 8. Approve transfer request for Building Administration
- F-19-24** 9. Approve purchase of ZENworks Suite software and licensing
- HR-19-25** 10. Approve a replacement hire of an Assistant Public Defender
- HR-19-26** 11. Approve replacement at Animal Control
- HR-19-27** 12. Approve replacement hire for County Clerk/ Recorder
- E-19-121** 13. Approve waiving the Deer Creek TIF reimbursement
- E-19-122** 14. Approve the Ordinance for the levy and assessment of taxes for FY20 for the Heritage Lake Subdivision Special Service Area
- E-19-123** 15. Approve the Ordinance establishing a County Cannabis Retailers' Occupation Tax
- E-19-118** a. Reappointment of Ken Wehr to the Lake Arlann Drainage District
- E-19-119** b. Reappointment of Mike Guerra to the Lake Arlann Drainage District
- E-19-120** c. Reappointment of J.D. Proehl to the Hickory Grove Drainage & Levee District
- E-19-124** d. Appointment of Darrell Meisinger to the Zoning Board of Appeals

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, a project to improve the Wagonseller Road Bridge crossing of the Mackinaw River has been proposed and has been designated as Section 13-16130-00-DR, and;

WHEREAS, federal funding for construction of said project requires agreement between the United States Department of the Army and Tazewell County, Illinois; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed the Project Partnership Agreement between the Department of the Army and County of Tazewell, Illinois for Wagonseller Road Bridge, Mackinaw River, Tazewell County, Illinois; and,

WHEREAS, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said Agreement as attached hereto;

THEREFORE BE IT RESOLVED, that the County Board approve this recommendation and authorize the Chairman of the County Board and State's Attorney to execute the agreement and all necessary certifications; and,

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, the States Attorney, the County Engineer and the Sand Prairie Township Highway Commissioner of this action, and submit two originals of the approved resolution to the Army Corps of Engineers.

ADOPTED this 25th day of September, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
COUNTY OF TAZEWELL, ILLINOIS
FOR
WAGONSELLER ROAD BRIDGE, MACKINAW RIVER, TAZEWELL COUNTY,
ILLINOIS

THIS AGREEMENT is entered into this 25th day of September, 2019, by and between the Department of the Army (hereinafter the "Government"), represented by the **Rock Island District Commander** and the **County of Tazewell, Illinois** (hereinafter the "Non-Federal Sponsor"), represented by its **Chairman of the County Board, Tazewell County, Illinois**.

WITNESSETH, THAT:

WHEREAS, Section 14 of the Flood Control Act of 1946, as amended (33 U.S.C. 701r) (hereinafter "Section 14"), authorizes the Secretary to undertake construction, repair, restoration, and modification of emergency streambank and shoreline protection projects not specifically authorized by Congress to prevent damages to highways, bridge approaches, and public works, churches, hospitals, schools, and other non-profit public services;

WHEREAS, pursuant to the authority provided in Section 14, design and construction of the **WagonSeller Road Bridge, Mackinaw River, Tazewell County, Illinois** (hereinafter the "Project", as defined in Article I.A. of this Agreement) was approved by the Division Commander for **Mississippi Valley Division** (hereinafter the "Division Commander") on **June 12, 2019**;

WHEREAS, the cost sharing requirements for flood risk management as provided in Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213), apply to the Project;

WHEREAS, total Federal costs associated with planning, design, and construction of a project pursuant to Section 14 may not exceed \$5,000,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means **the construction of longitudinal peaked stone toe protection, stream barbs, bendway weirs, and riprap revetment, resulting in the stabilization and protection of approximately 2,800 feet of the Mackinaw River and Wagonseller Road Bridge**, as generally described in the **MACKINAW RIVER, TAZEWELL COUNTY ILLINOIS, CONTINUING AUTHORITIES PROGRAM SECTION 14, EMERGENCY STREAMBANK PROTECTION, WAGONSELLER ROAD BRIDGE FEASIBILITY REPORT AND INTEGRATED ENVIRONMENTAL ASSESSMENT**, dated **March 2019** and approved by the **Division Commander** on **June 12, 2019**.

B. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes, but is not necessarily limited to: the Government’s costs of engineering, design, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests, placement area improvements, and relocations and for providing in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; audits; or betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

C. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

D. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

E. The term “placement area improvements” means the improvements required on real property interests to enable the ancillary placement of material that has been dredged or excavated during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

F. The term “functional portion thereof” means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for **Rock Island District** (hereinafter the “District Commander”), although the remainder of the Project is not yet complete.

G. The term “in-kind contributions” means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the Project by the Division

Commander. To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Project. The in-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

H. The term “betterment” means a difference in design or construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

I. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

J. The term “Federal Participation Limit” means the \$5,000,000 statutory limitation on the Government’s financial participation in the planning, design, and construction of the Project.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake design and construction of the Project using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor.

B. The Non-Federal Sponsor shall contribute a minimum of 35 percent, up to a maximum of 50 percent, of construction costs, as follows:

1. The Non-Federal Sponsor shall pay 5 percent of construction costs.

2. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project. If the Government determines that the Non-Federal Sponsor’s estimated credits for real property interests, placement area improvements, and relocations will exceed 45 percent of construction costs, the Government, in its sole discretion, may acquire any of the remaining real property interests, construct any of the remaining placement area improvements, or perform any of the remaining relocations with the cost of such work included as a part of the Government’s cost of construction. Nothing in this provision affects the Non-Federal Sponsor’s responsibility under Article IV for the costs of any cleanup and response related thereto.

3. In providing in-kind contributions, if any, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Non-Federal Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

4. After determining the amount to meet the 5 percent required by paragraph B.1., above, for the then-current fiscal year and after considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.2. and B.3., above, the Government shall determine the estimated additional amount of funds required from the Non-Federal Sponsor to meet its minimum 35 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

5. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. Not later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of the Project, or a functional portion thereof, is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsor in writing and the Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual

(hereinafter the “OMRR&R Manual”) and copies of all as-built drawings for the completed work.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and the Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

F. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

G. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

H. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government’s costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor’s costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

I. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

J. The Non-Federal Sponsor may request in writing that the Government perform betterments on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the placement area improvements necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements and shall provide the Non-Federal Sponsor with a written notice to proceed with such improvements. The Non-Federal Sponsor shall construct the improvements in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

D. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, construct placement area improvements, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the acquisitions, placement area improvements, or relocations in advance of the Government performing the work. The Government shall acquire the real

property interests, construct the placement area improvements, and perform the relocations, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's providing real property interests, placement area improvements, or performing relocations on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

E. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In any event of discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, the value of Non-Federal Sponsor provided real property interests, placement area improvements, and relocations, and the costs of in-kind contributions determined by the Government to be required for the Project.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to construction costs shall be determined and credited in accordance with the following procedures, requirements, and conditions. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind Memorandum of Understanding, the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings

and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Placement Area Improvements. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of placement area improvements required for the Project. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to

provide any placement area improvements required for the Project. Such costs shall include, but not necessarily be limited to, actual costs of constructing the improvements; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs associated with betterments, as determined by the Government.

3. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of any relocations performed by the Non-Federal Sponsor that are directly related to construction, operation, and maintenance of the Project.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the **State of Illinois** would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

4. In-Kind Contributions. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of in-kind contributions that are integral to the Project.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of constructing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any in-kind contributions performed prior to the effective date of this Agreement

unless covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government.

5. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for real property interests that were previously provided as an item of local cooperation for another Federal project or for real property interests that are part of the track of land on which the facility or structure to be protected is located, if such track of land was owned by either the Non-Federal Sponsor or the owner of such facility or structure on the effective date of this Agreement.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs are projected to be **\$2,098,000**, with the Government's share of such costs projected to be **\$1,364,000** and the Non-Federal Sponsor's share of such costs projected to be **\$734,000**, which includes the 5 percent contribution of funds projected to be **\$105,000**, creditable real property interests, relocations, and placement area improvements projected to be **\$87,000**, creditable in-kind contributions projected to be **\$157,000**, and the additional amount of funds required to meet the minimum 35 percent cost share projected to be **\$385,000**. Costs for betterments are projected to be **\$0**. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests, placement area improvements, and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, **Rock Island District (B5)**" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an

Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of construction and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its share of construction costs, the Government shall refund such excess amount, subject to the availability of funds for the refund. In addition, if the final accounting determines that the Non-Federal Sponsor's credit for real property interests, placement area improvements, and relocations combined with credit for in-kind contributions exceed its share of construction costs for the Project, the Government, subject to the availability of funds, shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsor.

F. If there are real property interests, placement area improvements, relocations, or betterments provided on behalf of the Non-Federal Sponsor, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, **Rock Island District (B5)**" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in

the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to design and construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

**Chairman
Tazewell County
McKenzie Building
11 South 4th Street, Suite 432
Pekin, IL 61554**

If to the Government:
District Commander
Rock Island District
Clock Tower Building
P.O. Box 2004
Rock Island, IL 61204-2004

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

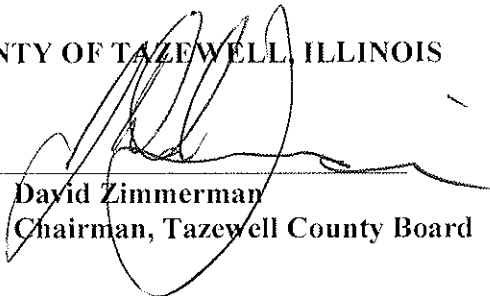
Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the **ROCK ISLAND DISTRICT COMMANDER**.

DEPARTMENT OF THE ARMY

COUNTY OF TAZEWELL, ILLINOIS

BY: _____
Steven M. Sattinger
Colonel, US Army
Commander & District Engineer

BY: 

David Zimmerman
Chairman, Tazewell County Board

DATE: _____

DATE: 09-27-19

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Wendy Ferrill, do hereby certify that I am the COUNTY ADMINISTRATOR of the COUNTY OF TAZEWELL, ILLINOIS (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the MACKINAW RIVER, TAZEWELL COUNTY ILLINOIS, CONTINUING AUTHORITIES PROGRAM SECTION 14, EMERGENCY STREAMBANK PROTECTION, WAGONSELLER ROAD BRIDGE PROJECT; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the PROJECT PARTNERSHIP AGREEMENT.

IN WITNESS WHEREOF, I have made and executed this certification this 8th day of August, 2019.

BY: Wendy K. Ferrill


TITLE: County Administrator

DATE: 8-8-19

CERTIFICATE OF AUTHORITY

I, Stewart J. Umholtz, do hereby certify that I am the ^{State's Attorney} principal legal officer of COUNTY OF TAZEWELL, ILLINOIS, that COUNTY OF TAZEWELL, ILLINOIS is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and COUNTY OF TAZEWELL, ILLINOIS in connection with the MACKINAW RIVER CONTINUING AUTHORITIES PROGRAM SECTION 14, EMERGENCY STREAMBANK PROTECTION, WAGONSELLER ROAD BRIDGE PROJECT PARTNERSHIP AGREEMENT, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of COUNTY OF TAZEWELL, ILLINOIS have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 27th day of September 2019.



STEWART J. UMHOLTZ
State's Attorney

CERTIFICATION REGARDING LOBBYING

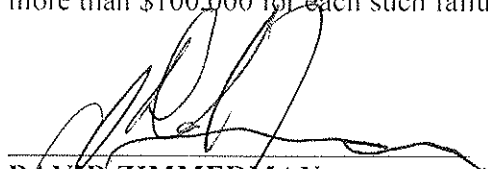
The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



DAVID ZIMMERMAN
Chairman of the County Board
Tazewell County, Illinois

DATE: 09.27.19

CERTIFICATION OF LEGAL REVIEW

The Project Partnership Agreement for the *Mackinaw River, Tazewell County Illinois, Continuing Authorities Program Section 14, Emergency Streambank Protection, Wagonseller Road Bridge Project* has been fully reviewed by the Office of Counsel, USAED, Rock Island, and the agreement is legally sufficient.

Review By:

Shannon McCurdy, Assistant District Counsel

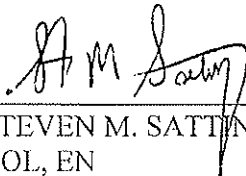
Approved By:

Rian Hancks, District Counsel

Date: _____

**DISTRICT COMMANDER'S CERTIFICATION/APPROVAL OF
PROJECT PARTNERSHIP AGREEMENT PACKAGE**

I attest that the Project Partnership Agreement (PPA) package for the *Mackinaw River, Tazewell County Illinois, Continuing Authorities Program Section 14, Emergency Streambank Protection, Wagonseller Road Bridge Project* is consistent with Army policy and has been reviewed for legal sufficiency by District Counsel. In addition, I attest that (1) the PPA does not deviate from the approved model PPA, (2) PPA funds have been appropriated and are available for the project, and (3) the Project Management Plan has been prepared in coordination with the Non-Federal Sponsor and was approved by the Rock Island District on May 18, 2017. Accordingly, I approve the PPA IAW the delegated authority provided by memorandum, CECW-P, dated 5 October 2018, subject: Section 14 Emergency Streambank Erosion of Shoreline Protection – Approved Model Project Partnership Agreement.



STEVEN M. SATTINGER
COL, EN
Commanding

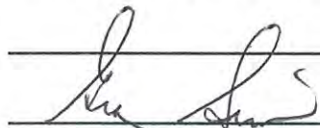
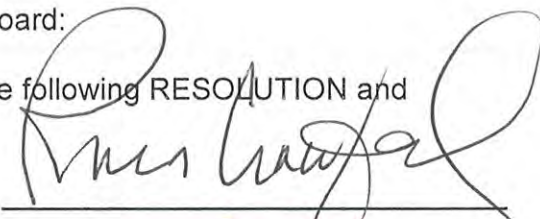




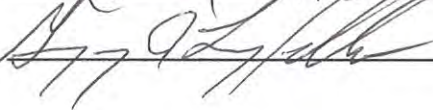
DATE: 9 August 2019

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COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, a project to improve the Wagonseller Road Bridge crossing of the Mackinaw River basin has been proposed and has been designated as Section 13-16130-00-DR, and;

WHEREAS, federal funding for construction of said project requires agreement between the United States Department of the Army and Tazewell County, Illinois; and

WHEREAS, said agreement includes requirements for operation and maintenance of the improvements designed to protect the Wagonseller Road Bridge crossing of the Mackinaw River basin being a township road under the jurisdictional authority of Sand Prairie Road District; and,

WHEREAS, the County Engineer and the Transportation Committee have reviewed the Agreement for Emergency Streambank Erosion Protection between Tazewell County, Illinois and Sand Prairie Road District; and,

WHEREAS, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said Agreement as attached hereto;

THEREFORE BE IT RESOLVED, that the County Board approve this recommendation and authorize the Chairman of the County Board to execute the agreement; and,

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, the County Engineer and the Sand Prairie Township Highway Commissioner of this action, and submit two originals of the approved resolution to the County Engineer.

ADOPTED this 25th day of September, 2019.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

**Agreement
for
Emergency Streambank Erosion Protection**

Section 13-16130-00-DR

This Agreement for Emergency Streambank Erosion Protection, hereafter AGREEMENT, is made and entered into by and between Sand Prairie Road District of the County of Tazewell, State of Illinois, a body corporate and politic under the Laws of the State of Illinois, hereafter ROAD DISTRICT, and the County of Tazewell, State of Illinois, a body corporate and politic under the Laws of the State of Illinois, hereafter COUNTY.

RECITALS

WHEREAS, the Mackinaw River crosses Township Route 62A (Wagonseller Road) through structure number 090-3062 at the location shown on the map attached hereto and considered a part hereof; and,

WHEREAS, there is significant erosion and resulting meander of the Mackinaw River at this location which is threatening the township road and bridge infrastructure at this location; and,

WHEREAS, the ROAD DISTRICT desires to stabilize the Mackinaw River at this location with erosion countermeasures to arrest or greatly reduce the rate of meander; and,

WHEREAS, the ROAD DISTRICT has contracted with the COUNTY to pursue funding for this project as witnessed by the agreement attached hereto and considered a part hereof; and,

WHEREAS, the project has been designated as Section 13-16130-00-DR; and,

WHEREAS, the COUNTY has secured through the Army Corps of Engineers, Section 14 – Continuing Authorities Program, hereafter CAP 14, funding for Emergency Streambank Erosion or Shoreline Protection Projects to study the feasibility and eligibility of this project for construction; and,

WHEREAS, the approved feasibility study has determined the project to be eligible for CAP 14 funding to construct the project; and,

WHEREAS, the Department of the Army through the proposed Project Partnership Agreement, hereafter PPA, for such construction funds requires the COUNTY to be the Non-Federal Sponsor of the project; and,

WHEREAS, the PPA is attached hereto and considered a part hereof; and,

WHEREAS, the PPA requires the Non-Federal Sponsor among other things to inspect, operate, maintain, repair, rehabilitate and replace the improvements upon completion of construction; and,

WHEREAS, Township Route 62A (Wagonseller Road) including structure number 090-3062 and such other infrastructure it contains crossing the Mackinaw River basin is a township road under the jurisdictional authority of SAND PRAIRIE ROAD DISTRICT,

WHEREAS, said project will consist of erosion countermeasures upstream, across and downstream of Township Route 62A (Wagonseller Road) which are designed by the Army Corps of Engineers to arrest or greatly reduce the rate of meander of the Mackinaw River providing much greater protection of said township road including structure number 090-3062 and such other infrastructure it contains crossing the Mackinaw River basin,

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the COUNTY and SAND PRAIRIE ROAD DISTRICT, intending to be legally bound, agree as follows:

SAND PRAIRIE ROAD DISTRICT, in accordance with the terms of this Agreement, agrees:

- A. To the design and construction of the subject project by the Army Corps of Engineers and COUNTY; and,
- B. That jurisdiction of Township Route 62A (Wagonseller Road) including structure number 090-3062 and such other infrastructure it contains remains with Sand Prairie Road District before, during and after construction of the subject project; and,
- C. To maintain Township Route 62A (Wagonseller Road) including structure number 090-3062 and such other infrastructure it contains at no cost to the COUNTY in accordance with existing policies and procedures of Sand Prairie Road District and in the same manner in which they are currently maintained; and,
- D. To assume all obligations and responsibilities in lieu of the COUNTY as such obligations and responsibilities are assigned to the COUNTY as the Non-Federal Sponsor in the PPA to inspect, operate, maintain, repair, rehabilitate and replace the subject improvements upon completion of construction in a manner prescribed by the PPA as satisfactory to the Department of the Army at no cost to the COUNTY; and,

- E. That Sand Prairie Road District shall hold and save the COUNTY free from all damages arising from design, construction, inspection, operation, maintenance, repair, rehabilitation and replacement of the subject improvements, except for damages due to the fault or negligence of the COUNTY.

The COUNTY, in accordance with the terms of this Agreement, agrees to:

- F. Pursue the said PPA for the design and construction of the subject project by the Army Corps of Engineers; and,

SAND PRAIRIE ROAD DISTRICT and the COUNTY, in accordance with the terms of this Agreement, jointly agree:

- G. Notwithstanding this agreement, Township Route 62A (Wagonseller Road) including structure number 090-3062 and such other infrastructure it contains crossing the Mackinaw River basin is a township road under the jurisdictional authority of SAND PRAIRIE ROAD DISTRICT.

IN WITNESS WHEREOF the said parties have executed this agreement this 25th day of September, A.D. 2019.

Wylie Coriell 9/18/19
Wylie Coriell, Date
Highway Commissioner,
Sand Prairie Road District

[Signature]
David Zimmerman, Date
Chairman, 09-27-19
Tazewell County Board

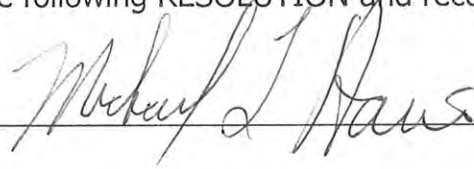

ATTEST: Geraldine Shay 9/18/19
Geraldine Shay, Clerk
Sand Prairie Road District

ATTEST: [Signature]
John Ackerman, County Clerk
Tazewell County

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

_____	
	_____
	

RESOLUTION *AMENDED*

WHEREAS, the County's Property Committee recommends to the County Board to approve a substantial structural change to the office of County Clerk; and

WHEREAS, the County Clerk has been approved for a CyberSecurity Grant from the State of Illinois in the amount of \$22,577.64 and has determined those funds will be best utilized to improve the physical security of the office; and

WHEREAS, the County Clerk has asked for a walkway to be cut into the drywall and the rerouting of electricity for the newly created workstation; and

WHEREAS, the cost for this project is \$36,835.26 and will be funded by the CyberSecurity Grant (100-152-544-000) with the grant amount of \$22,577.64 and funding from the County Clerk Fee Fund (261-152-544-000) with the balance of ~~\$14,257.62~~ and \$9,257.62;

WHEREAS, the County General Capital Projects fund will provide \$5,000 for this project.

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

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

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:

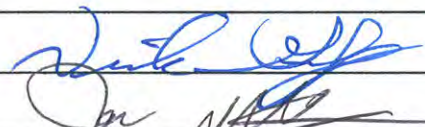
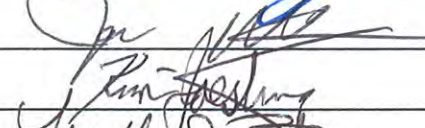

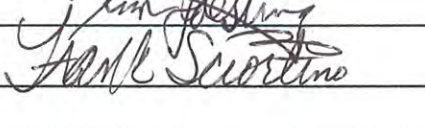
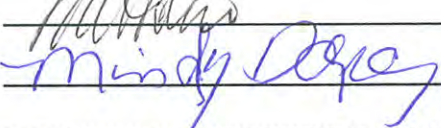

Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
	_____
_____	_____
	
	
_____	_____

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the Lease Renewal Agreement with Midwest Counseling Services for office space rental in the Monge Building; and

WHEREAS, the lease renewal will be for 24 months commencing on September 01, 2019 and ending September 01, 2021 with monthly rent in the amount of \$705.00.

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

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

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

MONGE BUILDING LEASE AGREEMENT

This lease agreement is entered into between the lessor and the lessee this 25th day of September, 2019 at Pekin, Illinois.

1. **Definitions.** Unless the context expressly provides otherwise, the following terms shall have the following meanings:
 - (a) "common area" shall mean all areas and facilities in the Monge Building which are provided and designated by the lessor for the general use and convenience of the lessee and other lessees in the Monge Building and their respective agents, employees, customers, guests, and invitees. Common areas include without limitation, the land and facilities used for parking, landscaped areas, walks and sidewalks, arcades, corridors, loading areas, sanitary sewers, utility lines and the like.
 - (b) "floor area" shall mean the aggregate of the actual number of square feet of floor space within the exterior faces of the building (or buildings if hereafter applicable) on the Monge Building, excluding, however, space on roofs, space on loading docks, the second level of any deck stock area, and common areas. With respect to the premises, "floor area" shall mean the actual number of square feet of floor space within the premises, and there shall be no deduction or exclusion by reason of columns, stairs, or other interior construction or equipment within the premises.
 - (c) "Monge Building" shall mean the real estate and improvements located at 11, 13, 15, 17 and 19 South Capitol Street, Pekin, Illinois 61554 and legally described as follows:

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.
 - (d) "the lessee" shall mean Midwest Counseling Services,
the lessee's trade name is _____.
 - (e) "the lessor" shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.
 - (f) "premises" shall mean that part of the Monge Building commonly known as Suite 207 & 209, 15 South Capitol, Pekin, Illinois 61554, containing approximately 953 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.
2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises ~~from the lessor.~~
3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

Purpose. The premises are to be used by the lessee for the purpose of Office space.

4. **Term.** The term of this lease shall be for 24 months, commencing on the 1st day of September, 2019, and ending on the 1st day of September 1, 2021. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

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

See Addendum "A"

6. **Rent.** The lessee shall pay to the lessor an annual rent of U.S. \$ 7,800.00 payable in equal monthly installments of U.S. \$ 705.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

A late payment fee of \$ 25.00 shall be paid by the lessee to the lessor, without notice or demand, if the lessee shall fail to make any rental payment by the 5th date after it is due. Thereafter, the lessee shall pay to the lessor U.S. \$ 5.00 for each additional day such payment is delinquent. In addition to any other remedies available to the lessor, the lessee shall pay to the lessor, without notice or demand, a handling fee of U.S. \$ 25.00 for any check tendered for rental payments which shall have been returned unpaid as occasioned by insufficient funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.

21. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

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

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

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

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

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

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

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

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

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

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

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

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

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


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

27. **Lease Termination.** Notwithstanding any other language or provisions in the Lease Agreement to the contrary, Landlord and Tenants agree either may terminate this Lease by giving the other party sixty (60) days notice. Upon being served with such notice of intent to terminate this lease, Tenants shall vacate the premises within said period of sixty (60) days. Any rents paid in advance for the month in which the premises are vacated shall be prorated to date of vacation. Tenant shall continue to adhere to all of the terms and conditions of this agreement until date of vacation.
28. **Environmental Matters.** Landlord, at no cost or expense to the Tenant as operating expense or otherwise, shall, solely with regard to actions or omissions of the Landlord, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Tenant from and against any and all costs, claims, expenses, damages, liens, losses, and judgments arising out of Landlord's failure to comply with Environmental Laws.

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

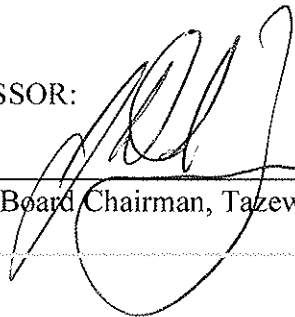
Dated this 25th day of September, 2019.

ATTEST:



John C. McGowan, County Clerk
(Print Name & Title)

LESSOR:

By: 

Board Chairman, Tazewell County, IL

ATTEST:

(Print Name & Title)

LESSEE:

By: 

G, L PILAPIL PRESIDENT

(Print Name & Title)

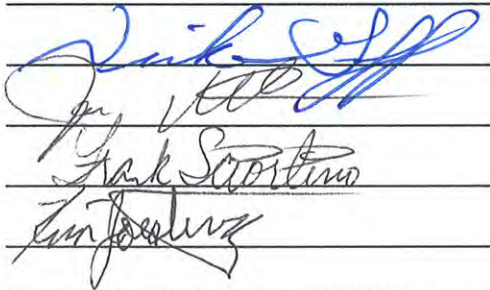
ADDENDUM TO MONGE BUILDING LEASE AGREEMENT

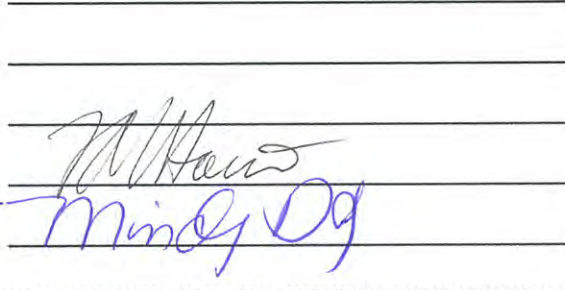
On the first day of each year of the extended term, the basic monthly rent shall be increased for the ensuing year in the same proportion that the Consumer Price Index for All Urban Consumers – United States City Average: All Items—Series A(1982-4=100) of the United States Department of Labor for the last month of the expired term shall have increased over such index figure for the first month of the lease term. If a different base period is used in determining the index number at the time of the extension of the term, the computation of the new base rental shall reflect any change therein. If at any time prior to the first day of the extended term the aforesaid index shall cease to be published, there shall be substituted for such index the most similar economic indicator then published, if any. If the parties cannot agree to such substitute or if none shall be published, the lease shall terminate. In no event shall the basic monthly rent be less than U.S. \$ 705.00.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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





RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the following matters regarding leasees in the Monge Building; and

- Release Attorney Katherine Smith-Thornton from her existing lease which is due to expire April 30, 2020
- Release Bode Law firm from their existing lease, due to retirement, which is due to expire November 30, 2020
- Harper Law firm will be vacating their current space and leasing the space held by Bode Law firm

WHEREAS, the lease for the Harper Law firm in their new unit will be for 24 months commencing November 01, 2019 and ending October 31, 2021 with monthly rent of \$1,100.

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

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

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:



Tazewell County Clerk

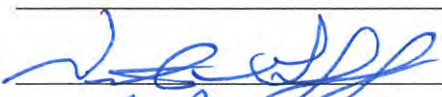
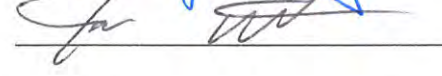


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
	
	
	

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the low bid for the replacement of a 20 ton condensing unit serving the basement of the Justice Center; and

WHEREAS, the recommendation is to approve the bid received from Henson Robinson Company; and

WHEREAS, the cost for this project is not to exceed \$31,057.00.

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 Facilities Director and the Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

9/16/2019

Project 2019-P-07


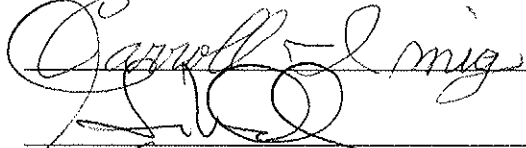
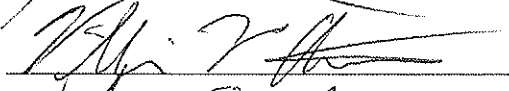
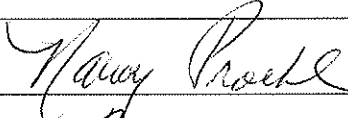

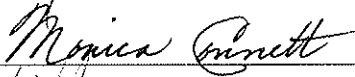
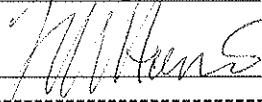
Bidder:	Ruyle Mechanical	Henson Robinson Company	Standard Heating & Cooling		
Date/Time Received	9:20 AM 9/16/19	9:49 AM 9/16/19	9:50 AM 9/16/19		
Received Addendum	N/A	N/A	N/A		
Base Bid including Contingency	\$25,740.00	\$31,057.00	\$38,546.00		
Earliest Delivery Date	10/16/2019	3 to 4 weeks	5 weeks from approval		

COMMITTEE REPORT

F-19-23

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 Line Transfer for Building Administration:

Transfer \$440 from Cleaning Service Supplies Line Item (100-182-522-080) to Pest Control Line Item (100-182-533-640)

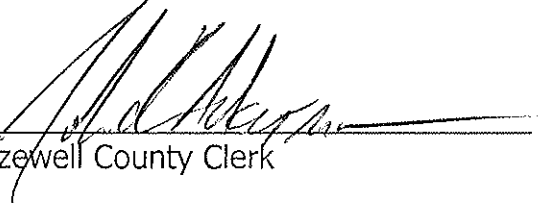
WHEREAS, the transfer is needed for the preferred pest control contractor at the Justice Center.

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, Buildings and Grounds and the Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:


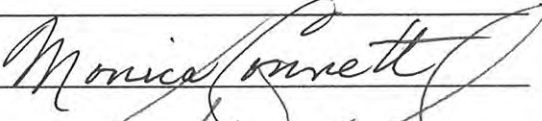


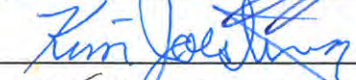

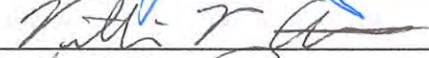

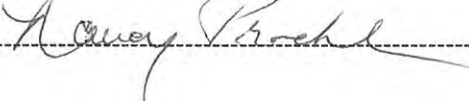
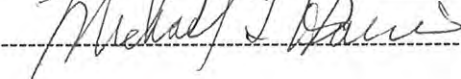

Tazewell County Clerk


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 approve the purchase of ZENworks Suite software and licensing; and

WHEREAS, this program will improve cyber security for all Tazewell County computers and systems;

WHEREAS, the cost for this software, licensing and the first year of support will be paid for with a CyberSecurity Grant obtained by the County Clerk; and

WHEREAS, following the first year of support, the annual support costs and licensing will be approximately \$14,000 and will be paid from the County General County Administration Computer Contract Line Item (100-913-533-010).

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 Network Administrator, Finance Department and the Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:



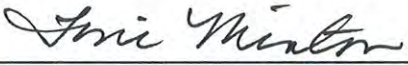

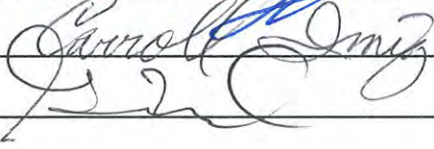

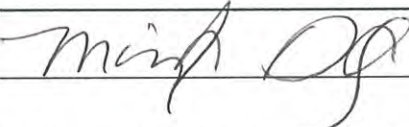
 Tazewell County Clerk



 Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
_____	

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire in the Public Defenders Office for an Assistant Public Defender; and

WHEREAS, the Assistant Public Defender is a non-union part time employee with a salary up to \$50,000.

THEREFORE BE IT RESOLVED by the County Board that the Public Defender be authorized to hire an Assistant Public Defender.

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

PASSED THIS 25th DAY OF SEPTEMBER 2019.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

Sari Minton

Nick [unclear]

Carroll [unclear]

mind [unclear]

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for an Administrative Specialist at Animal Control; and

WHEREAS, this position is a Grade 10 union position with a starting hourly range of \$12.83 to \$16.03 per hour.

THEREFORE BE IT RESOLVED by the County Board that the Director of Animal Control be authorized to hire an Administrative Specialist.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:

[Signature]


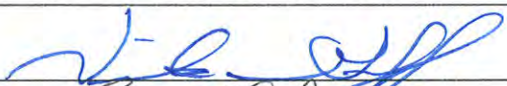
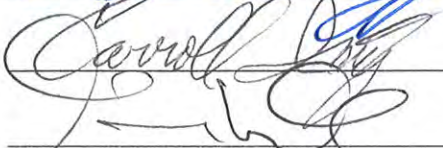
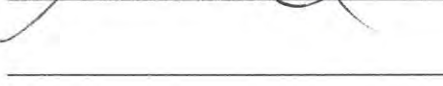
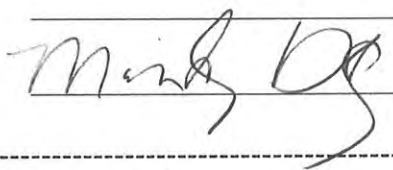
 Tazewell County Clerk

[Signature]

 Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for Deputy Clerk Floater Elections in the County Clerk/Recorder office; and

WHEREAS, this position is a Grade 11 union position with a starting wage range of \$14.38 to \$17.99; and

THEREFORE BE IT RESOLVED by the County Board that the County Clerk be authorized to hire a Deputy Clerk Floater Elections.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:





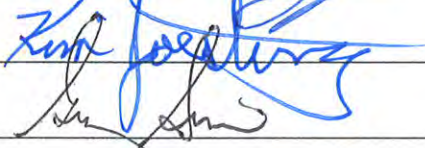

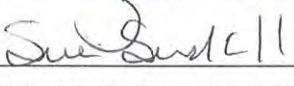
 Tazewell County Clerk

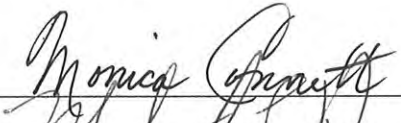



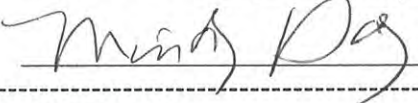


 Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve a request from the Village of Deer Creek for the County to waive its Tax Increment Financing District reimbursement of \$9,716.06; and

WHEREAS, by waiving the reimbursement, the Village of Deer Creek will retain the funds and use them for economic development activities within its TIF District.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, James Hackney, Village President, Village of Deer Creek, P.O. Box 38, Deer Creek, IL 61733 and the Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:

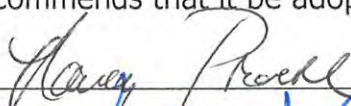


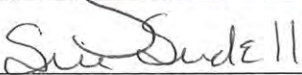

 Tazewell County Clerk


 Tazewell County Board Chairman

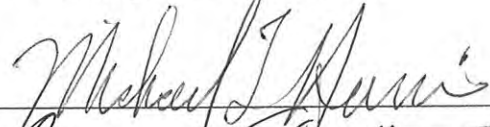
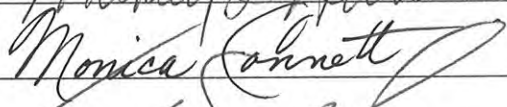

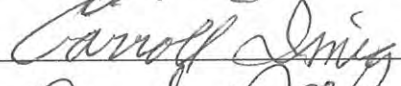
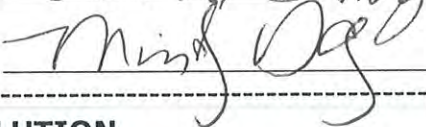
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

 Sue Sudell

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to adopt the attached Ordinance for the levy and assessment of taxes for the fiscal year beginning December 01, 2019 and ending November 30, 2020 in and for Heritage Lake Subdivision Special Service Area.

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 Highway Department, the Tazewell County Treasurer, and the Tazewell County Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

ORDINANCE NO. E-19-122

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING
DECEMBER 1, 2019, AND ENDING NOVEMBER 30, 2020,
IN AND FOR HERITAGE LAKE SUBDIVISION
SPECIAL SERVICE AREA**

BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF TAZEWELL, ILLINOIS, as follows:

SECTION 1: Findings. The **HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA** (the "SSA") has been created by an ordinance entitled:

**"AN ORDINANCE CONCERNING THE ESTABLISHMENT OF
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA, OF
THE COUNTY OF TAZEWELL, ILLINOIS"**

adopted September 27, 2017, and effective as of September 27, 2017, no petition having been filed opposing the creation of the Special Service Area pursuant to 35 ILCS 200/27-55, as amended by an ordinance entitled:

**"AN ORDINANCE AMENDING ORDINANCE NO. E-17-111
CREATING THE HERITAGE LAKE SUBDIVISION SPECIAL
SERVICE AREA, OF THE COUNTY OF TAZEWELL, ILLINOIS"**

adopted October 25, 2017, and effective as of October 25, 2017. The SSA consists of the territory described in the ordinance aforesaid. The County of Tazewell is now authorized to issue bonds and levy taxes for Special Services in said SSA.

SECTION 2: That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in the Heritage Lake Subdivision Special Service Area is ascertained to be the sum of \$1,105,043.11

SECTION 3: That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939 in the Heritage Lake Subdivision Special Service Area, said tax to be levied for the fiscal year beginning December 1, 2019, and ending November 30, 2020:

	AMOUNT APPROPRIATED	AMOUNT LEVIED
SPECIAL SERVICES	\$ 52,000.00	\$ 0.00
ROAD MAINTENANCE	\$ 30,000.00	\$ 20,175.00
BOND PRINCIPAL	\$240,000.00	\$240,000.00

BOND INTEREST	\$177,120.00	\$177,120.00
LEGAL & PROFESSIONAL SERVICES	\$ 5,000.00	\$ 0.00
ADMINISTRATIVE EXPENSES	\$ 1,000.00	\$ 1,000.00
TOTAL APROPRIATION & LEVY	\$505,120.00	\$ 438,295.00

SECTION 4: This tax is levied pursuant to Article VII, Sections 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 234/1 *et seq.* and pursuant to an Ordinance Concerning the Establishment of Heritage Lake Subdivision Special Service Area.

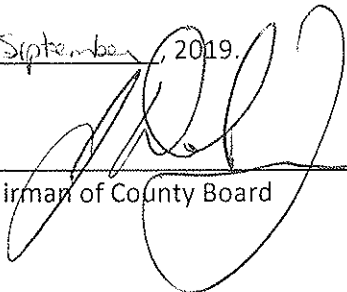
SECTION 5: That there is hereby certified to the County Clerk of Tazewell County, Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$438,295.00 which said total amount the said Heritage Lake Subdivision Special Service Area requires to be raised by taxation for the current fiscal year of said County, and the County Clerk, of said County, is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this ordinance.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED THIS 25th day of September, 2019, pursuant to a roll call vote as follows:

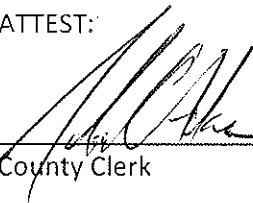
Ayes: 18 Nays: 0

APPROVED by me this 25th day of September, 2019.



 Chairman of County Board

ATTEST:

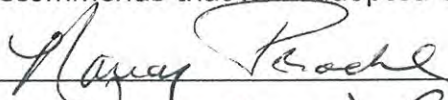


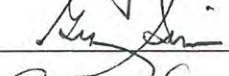




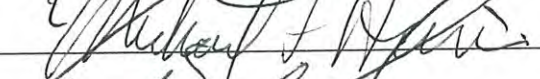

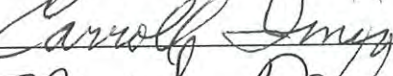
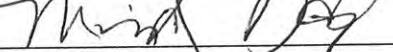
 County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to adopt the attached Ordinance establishing a county cannabis retailers' occupation tax in Tazewell County.

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 Tazewell County Treasurer, and the Tazewell County Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

RECEIVED
 SEP 27 2019
 Local Tax
 Allocation
 Division

COUNTY CANNABIS RETAILERS' OCCUPATION TAX

Ordinance No. E-19-123

An Ordinance Establishing A County Cannabis Retailers' Occupation Tax in the County of Tazewell, Illinois

WHEREAS, the County of Tazewell, a body politic and corporate of the State of Illinois ("Tazewell County") is a non-home rule unit of local government pursuant to Article VII § 8 of the 1970 Illinois Constitution; and

WHEREAS, Public Act 101-0027, which is a comprehensive revision of State statutes regulating the adult use of cannabis in Illinois, was signed into law on June 25, 2019 with many of its provisions effective January 01, 2020; and

WHEREAS, Public Act 101-0363 was subsequently signed into law increasing the rate of tax that may be imposed by counties upon persons engaged in the business of selling cannabis in a municipality located in that county; and

WHEREAS, the County has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety and welfare of its citizens; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois County Cannabis Retailers' Occupation Tax Law (55 ILCS 5/5-1006.8) (the ("Act")); and

WHEREAS, this Ordinance is intended to impose the tax authorized by the Act providing for a county cannabis retailers' occupation tax which will be collected by the Illinois Department of Revenue;

NOW, THEREFORE, be it ordained by the County Board of the County of Tazewell, Illinois, that this Ordinance establishing a county cannabis retailers' occupation tax be and hereby is adopted as follows:

SECTION I – Recitals.

The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION II – Tax imposed: Rate.

(a) A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical

Cannabis Pilot Program Act, at retail locations in the County on the gross receipts from these sales at the following rates:

- (i) 3.75% of the gross receipts from these sales made in the course of that business in unincorporated areas of Tazewell County; and
 - (ii) 3.00% of the gross receipts of sales made in a municipality located in Tazewell County; and
- (b) The imposition of this tax is in accordance with the provisions of the County Cannabis Retailers' Occupation Tax Law (55 ILCS 5/5-1006.8).

SECTION III: Collection of tax by retailers.

- (a) The tax imposed by this Ordinance shall be remitted by such retailer to the Illinois Department of Revenue (the "Department"). Any tax required to be collected pursuant to or as authorized by this Ordinance and any such tax collected by such retailer and required to be remitted to the Department shall constitute a debt owed by the retailer to the State. Retailers may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect.
- (b) The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department. The Department shall have full power to administer and enforce the provisions of this article.

SECTION IV: Severability. The provisions and sections of this Ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION V: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the tax provided for herein shall take effect for all sales on or after the first day of January, 2020. Copies of this Ordinance shall be certified and sent to the Illinois Department of Revenue prior to September 30, 2019.

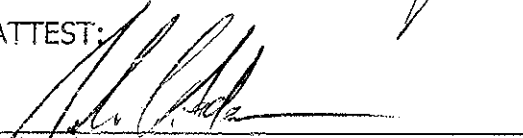
Passed by the County Board this 25th day of September, 2019.

AYES: 18
NAYS: 0
PRESENT: 18
ABSTAINMENT: 2

Approved this 25th day of September, 2019.



Tazewell County Board Chairman

ATTEST:


Tazewell County Clerk

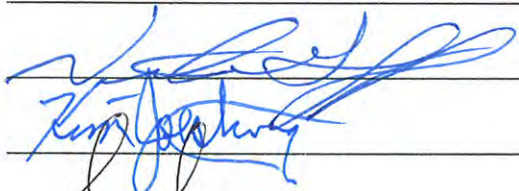

APPOINTMENT

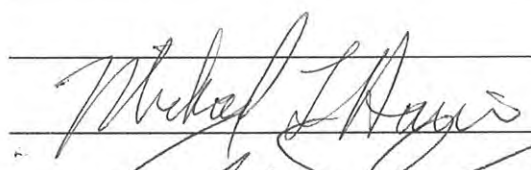

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Darrell Meisinger of 5331 IL Route 29, Green Valley, IL to the Zoning Board of Appeals as Second Alternate for a term commencing September 01, 2019 and expiring November 30, 2023.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Darrell Meisinger to the Zoning Board of Appeals as Second Alternate and we recommend said appointment be approved.



Sue Sudell
Nancy Prange
Monica Covert



Carroll Smig
Mindy Day

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Darrell Meisinger to the Zoning Board of Appeals to serve as Second Alternate.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

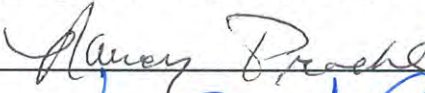


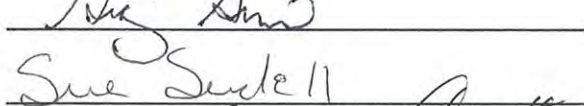
REAPPOINTMENT

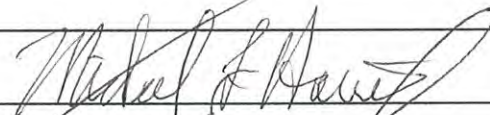

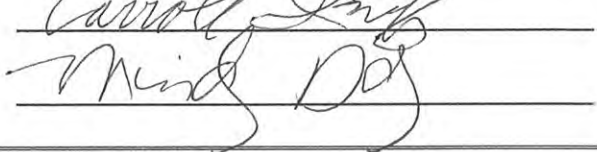
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Mike Guerra of 111 S. Capitol Street, Pekin, IL to the Lake Arlann Drainage District for a term commencing September 01, 2019 and expiring August 31, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Mike Guerra to the Lake Arlann Drainage District and we recommend said reappointment be approved.





Sue Sedell
Monica Connett



Carroll Jones


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Mike Guerra to the Lake Arlann Drainage District.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint J.D. Proehl of 9776 Warner Road, Manito, IL 61546, to the Hickory Grove Drainage & Levee District for a term commencing September 01, 2019 and expiring August 31, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of J.D. Proehl to the Hickory Grove Drainage & Levee District and we recommend said reappointment be approved.

Nancy Puschel

[Signature]

[Signature]

Tom [Signature]

Sue Sudek

Monica Connitt

Michael L. [Signature]

Mindy [Signature]

[Signature]

Carroll [Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of J.D. Proehl to the Hickory Grove Drainage & Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney William Knuppel of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2019.

ATTEST:

[Signature]
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman