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Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Washington which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

WHEREAS, the City of Washington shall pay the County in the sum of \$16,482.76 for the services.

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

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazeweli County Clerk

Fazewell County Board Chairman

FOR

ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this <u>1ST</u> day of <u>JANUARY, 2024</u>, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the <u>CITY OF WASHINGTON</u>, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$16,482.76, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

- 1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
- 2. The County shall, <u>on an emergency basis only</u>, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
- 3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
- 4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
- 5. Emergency calls shall be placed by the <u>CITY</u> authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

- 6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
- 7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
- 8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
- 9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
- 10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
- 11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
- 12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
- 13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
- 14. This Agreement shall become effective on the <u>1ST</u> day of <u>JANUARY, 2024</u> and shall be in full force and effect for a period of one (1) year.
- 15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
- 16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
- 17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
- 18. This contract may not be assigned by either party without the written consent of the other party.

- 19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
- 21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this 31st day of January 2009	
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Tazewell County Board Chairman	
ATTEST:	
Mal Man	
Tazewell County Clerk	

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Silvy Assenteman

Annual Amount: \$16,482,76

Monthly Amount: \$1,373.56

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Delavan which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

WHEREAS, the City of Delavan shall pay the County in the sum of \$2,842.92 for the services.

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

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Člerk

Tazewell/County Board Chairman

FOR

ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this <u>1ST</u> day of <u>JANUARY</u>, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the <u>CITY OF DELAVAN</u>, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$2,842.92, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

- 1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
- 2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
- On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
- 4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
- 5. Emergency calls shall be placed by the <u>CITY</u> authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

- 6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
- 7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
- 8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
- The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
- 10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
- 11. For each animal impounded from within the municipality, the County shall provide a clear digital image of the animal to an agreed representative of the City, along with any relevant information about the animal, as soon as practicable. The City shall provide notice to the County of a single agreed representative for notification purposes.
- 12. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
- 13. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
- 14. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
- 15. This Agreement shall become effective on the <u>1ST</u> day of <u>JANUARY</u>, <u>2024</u> and shall be in full force and effect for a period of one (<u>1</u>) <u>year</u>.
- 16. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
- 17. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.

- 18. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
- 19. This contract may not be assigned by either party without the written consent of the other party.
- 20. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 21. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
- 22. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this 31 stday of January 20034.	
Molada	
Tazewell County Board Chairman	
ATTEST:////	
All Alexander	
Tazewell County Clerk	

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Director Discharge

Annual Amount:

\$2,842.92

Monthly Amount:

\$236.91

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of South Pekin which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

WHEREAS, the Village of South Pekin shall pay the County in the sum of \$1,845.73 for the services.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, the Village of South Pekin President and the Auditor of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell/County Board Chairman

FOR

ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this <u>1ST</u> day of <u>JANUARY, 2024</u>, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the <u>VILLAGE OF SOUTH PEKIN</u>, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$1,845.73, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

- 1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
- 2. The County shall, <u>on an emergency basis only</u>, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
- On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
- 4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
- 5. Emergency calls shall be placed by the <u>VILLAGE</u> authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

- 6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
- 7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
- 8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
- The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
- 10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
- 11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
- 12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
- 13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
- 14. This Agreement shall become effective on the <u>1ST</u> day of <u>JANUARY</u>, <u>2024</u> and shall be in full force and effect for a period of one (1) year.
- 15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
- 16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
- 17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
- 18. This contract may not be assigned by either party without the written consent of the other party.

- 19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
- 21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this 31 day of January 2024
Tazewell County Board Chairman
ATTEST:
Tazewell County Clerk

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Director

Annual Amount: \$1,845.73

Monthly Amount: \$153.81

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Mackinaw which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

WHEREAS, the Village of Mackinaw shall pay the County in the sum of \$2,189.56 for the services.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, the Village of Mackinaw President and the Auditor of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell/County Board Chairman

FOR

ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this <u>1ST</u> day of <u>JANUARY, 2024</u>, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the <u>VILLAGE OF MACKINAW</u>, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$2,189.56, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

- 1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
- 2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
- 3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
- 4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
- 5. Emergency calls shall be placed by the <u>VILLAGE</u> authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

- 6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
- 7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
- 8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
- The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
- 10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
- 11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
- 12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
- 13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
- 14. This Agreement shall become effective on the <u>1ST</u> day of <u>JANUARY, 2024</u> and shall be in full force and effect for a period of one (1) year.
- 15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
- 16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
- 17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
- 18. This contract may not be assigned by either party without the written consent of the other party.

- 19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
- 21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this 31st day of January 2004 Tazewell County Board Chairman
ATTEST:
Ma Ma
Tazewell County Clerk
1
MUNICIPALITY:
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Sibly Attchluncar

Annual Amount: \$2,189.56

Monthly Amount: \$182.46

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of East Peoria which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

WHEREAS, the City of East Peoria shall pay the County in the sum of \$32,748.08 for the services.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, the Mayor of East Peoria, and the Auditor of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

FOR

ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this <u>1ST</u> day of <u>JANUARY, 2024</u>, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the <u>CITY OF EAST PEORIA</u>, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$32,748.08, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

- 1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
- 2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
- On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
- 4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
- 5. Emergency calls shall be placed by the <u>CITY</u> authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

- 6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
- 7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
- 8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
- The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
- 10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
- 11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
- 12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
- 13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
- 14. This Agreement shall become effective on the <u>1ST</u> day of <u>JANUARY</u>, <u>2024</u> and shall be in full force and effect for a period of one (1) year.
- 15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
- 16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
- 17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
- 18. This contract may not be assigned by either party without the written consent of the other party.

- 19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
- 21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this 31 St day of Journaire 2024	
Mach	
Tazewell County Board Chairman	
ATTEST:	
fflet Me	
Fazewell County Clerk	

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Annual Amount:

\$32,748.08

Monthly Amount:

\$2,729.01

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Pekin which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

WHEREAS, the City of Pekin shall pay the County in the sum of \$55,686.01 for the services.

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

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Fazewell County Board Chairman

FOR

ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this <u>1ST</u> day of <u>JANUARY, 2024</u>, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the <u>CITY OF PEKIN</u>, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$55,686.01, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

- 1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
- 2. The County shall, <u>on an emergency basis only</u>, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
- On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
- 4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
- 5. Emergency calls shall be placed by the <u>CITY</u> authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

- 6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
- 7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
- 8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
- The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
- 10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
- 11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
- 12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
- 13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
- 14. This Agreement shall become effective on the <u>1ST</u> day of <u>JANUARY</u>, <u>2024</u> and shall be in full force and effect for a period of one (1) year.
- 15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
- 16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
- 17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
- 18. This contract may not be assigned by either party without the written consent of the other party.

- 19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
- 21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this 31st day of January 2014	
	_
Tazewell County Board Chairman	
ATTEST:	
Tazewell County Clerk	

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Director

Annual Amount:

\$55,686.01

Monthly Amount:

\$4,640.50

COMMITTEE REPORT LU-24-01 (ZBA Case No. 22-37-S)

(Petitioner's Request for Extension)

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Special Use Extension, Petition of Nexamp Solar, LLC.

RESOLUTION

WHEREAS, the County of Tazewell has enacted Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code; and

WHEREAS, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the "CONS" Conservation Preservation District; and

WHEREAS, a public hearing on said Special Use Extension was held before the Zoning Board of Appeals (ZBA) on January 3, 2024 in Case No. 22-37-S; and

WHEREAS, the ZBA deliberated its decision on January 3, 2024 and voted to recommend approval of the Special Use Extension with condition(s). A copy of the Report, which include said conditions, a finding of fact, accompanied by maps of the subject property, are attached; and

WHEREAS, your Land Use Committee met on January 9, 2024 to consider: the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner.

WHEREAS, your Land Use Committee voted to recommend approval of the Special Use Extension with condition(s) and adopting the findings of fact of the ZBA; and

WHEREAS, the County Board has reviewed; the report of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator and Land Use planner; and

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the petitioner's request for an extension of Special Use Case. No. 22-37-S with the finding of fact as provided by the ZBA/Land Use Committee with conditions.

BE IT FURTHER RESOLVED that the County Clerk notify Jaclynn Workman, Community Development Administrator of this action:

Adopted this <u>3</u>

day of

, 2024.

ATTEST:

Tazewell County Board Chairman

Tazewell County Clerk

DECISION AND FINDINGS OF FACT OF THE ZONING BOARD OF APPEALS ON PROPOSED SPECIAL USE

(Petitioner's Request for an Extension) (Zoning Board Case No. 22-37-S)

The Zoning Board of Appeals of Tazewell County, Illinois makes the following report of its action on the case indicated herein, after a public hearing on January 3, 2024, and pursuant to notice given in accordance with law:

A. DESCRIPTION OF CASE

SUBJECT MATTER: Special Use

LOCATION AND/OR PROPERTY INVOLVED:

Current Owner of Property: Robert M. Cupi, 13385 Townline Rd., Green Valley, IL

Currently a part of P.I.N. 16-16-17-400-002; an approximate 26.67 acres to be utilized of a 40 acre parcel located in part of the SW ¼ of the SE ¼ of Sec 17, T23N, R5W of the 3rd P.M., Sand Prairie Twp., Tazewell Co., IL;

located at the NE corner of the intersection of Wagonseller Rd. (Co. Hwy.10) and Hickory Grove Rd. (Co. Hwy 15), Green Valley, IL.

REQUESTED BY: Nexamp Solar, LLC

PROPOSAL: The petition of Nexamp Solar, LLC for an Extension of a Special Use (as approved

10/4/2022) to allow the construction of a 5 Mega Watt Commercial Solar Farm in an

Conservation District

PARTIES OF RECORD: Matt Walsh, Nexamp, Petitioner

Curtis Meyer, Objector

B. JURISDICTION

NOTICE OF HEARING: A notice of the proposed Special Use thereon was published in the

Tazewell Chronicle on November 29, 2023 and a copy of the publication was mailed to the petitioner within five working days after

publication.

AGENCY COMMENTS: The Tazewell County Land Use Planner submitted a report

recommending approval of the proposed Special Use request.

Tazewell County Health Department submitted a report regarding the proposed Special Use request stating portable sanitation facilities, including portable handwashing stations must be provided during

construction.

Tazewell County Soil & Water Conservation District submitted a report regarding the proposed Special Use request recommending

denial.

Tazewell County Farm Bureau made no comment regarding the

proposed Special Use request.

Dan Parr, Tazewell County Highway Engineer made no comment regarding the proposed Special Use request.

School Districts 191 made no comment regarding the proposed Special Use request.

C. FINDINGS OF FACTS

The Zoning Board of Appeals adopted the following findings of fact relating to the action proposed:

- 1. The Special Use shall, in all other respects, conform to the applicable regulations of the Tazewell County Zoning Ordinance for the district in which it is located.
 - (POSITIVE) The special use conforms to the Tazewell County Zoning code because commercial solar is a permitted special use in conservation districts. According to site plans the solar follows the necessary setbacks of the zoning code.
- 2. The Special Use will be consistent with the purposes, goals, objectives, and standards of the officially adopted County Comprehensive Land Use Plan and these regulations, or of any officially adopted Comprehensive Plan of a municipality with a 1.5 mile planning jurisdiction.
 - (POSITIVE) The area identified for special use is within the Sand Prairie Township. The proposed special use does not contradict any of the purposes, goals, objectives, or standards of the Tazewell County Comprehensive Plan. Therefore, this finding is judged to be positive.
- 3. The petitioner has met the requirements of Article 25 of the Tazewell County Zoning Code.
 - (POSITIVE) Per the application, the requirements of Article 25 of the Tazewell County Zoning Code have been met.
- 4. The Site shall be so situated as to minimize adverse effects, including visual impacts on adjacent properties.
 - (POSITIVE) Per the applicant the site is located 300 feet away from the nearest residential structure. There is also existing mature tree line that buffers any visual impacts from the residential property to the south.
- 5. The establishment, maintenance or operation of the Special Use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.
 - (POSITIVE) The proposed site will be secured with a 7-foot to 8-foot tall fence to provide safety and prevent unintended access to the project area. The solar array has a setback that positions the project the furthest away from the shared property boundaries with residential uses and is screened by existing vegetation between the only residential use near the property. There will be no lighting, odors, fumes, dust, or vibration generated from the operation of the solar facility.
- 6. The Special Use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.
 - (POSITIVE) According to the site plan the proposed special use follows the mandated

setbacks of the Tazewell County zoning code. The proposed special use also constructed a 7-foot to 8-foot fence to provide additional safety.

7. The Special Use shall not substantially diminish and impair property values within the neighborhood.

(POSITIVE). There is no evidence that consistently guarantees that the development of a solar farm will diminish property values for there are studies that support and refute this claim. Best efforts are being made to mitigate any impacts to property values such as following Tazewell County Zoning Code, building a fence and utilizing the screening of existing vegetation.

8. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

(POSITIVE) Per the applicant the necessary utilities and facilities will be provided.

 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets.

(POSITIVE) The project will install a new access driveway to ingress and egress from the site. The access point will be improved as required by the Roadway Authority. During, construction impacts to roads will be minimal as oversize trucks loads will be not necessary. During operation, the facility will generate very little traffic as there will only be several scheduled on-site maintenance related visits per year.

10. The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels as would hinder the operation or expansion of such operation.

(POSITIVE) The proposed special use will not increase population density near livestock feeding operation within 1.5 miles from the proposed solar garden. There will be no permanent employees located on site.

11. Evidence presented establishes that granting the use, which is located more than one-half mile from a livestock feeding operation, will not hinder the operation or expansion of such operation.

(POSITIVE) The proposed special use will not hinder the operation or expansion of livestock feeding operations more than 1.5 miles from the proposed solar garden. There will be no permanent employees located on site.

12. Seventy-five percent (75%) of the site contains soils having a productivity index of less than 125.

(POSITIVE) The site of the proposed site has soil that is prime for agriculture, but after the life cycle of the project the soil can be reverted to farmland. The applicant plans to develop 26.6 acres of the property, leaving the remaining acreage for agricultural purposes.

13. The Special Use is consistent with the existing uses of property within the general area of the property in question.

(POSITIVE) The general area is zoned either conservation district or A-1. The construction of a commercial solar farm is a permitted special use within A-1 and conservation districts therefore the proposed special use is consistent with the existing use of property in the general area.

14. The property is suitable for the Special Use as proposed.

(POSITIVE) This property in question is zoned as a conservation district and is suitable for the proposed special use because commercial solar farms are permitted special use within conservation districts.

D. DECISION

Having considered the information contained in the petition herein, and the testimony given and statements made at the public hearing on said proposal, the Zoning Board of Appeals hereby, based on the findings of fact set forth above, approves the proposed Special Use request with the following conditions:

- 1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f), subject to IDNR approval.
- 2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
- 3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
- 4. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting for a distance of no less than 200', beginning at the center point of the Meyer dwelling, extending 100' East and 100' West along the South property line at edge of the right of way and in any other location as determined desirable by the Community Development Administrator.
- 5. The located of the facilities inverter shall be no closer to the southern boundary and the Meyer residence than what was indicated on the Site Plan submitted at the January 3, 2024 Public Hearing.

Ayes: 6 - Fehr, Lapsley, McClanahan, Alt. Miller and Chairman Lessen

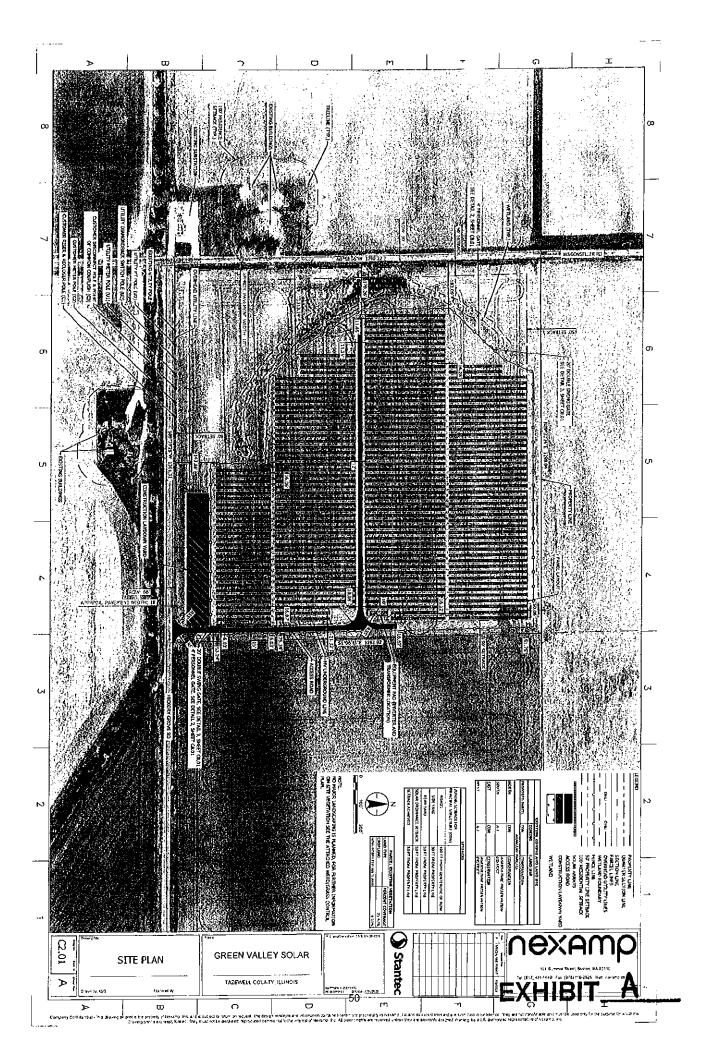
Nays: 1 - Vaughn

Absent: 2 – Bong & Cupi

Dated this 3rd day of January, 2024.

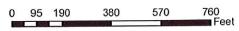
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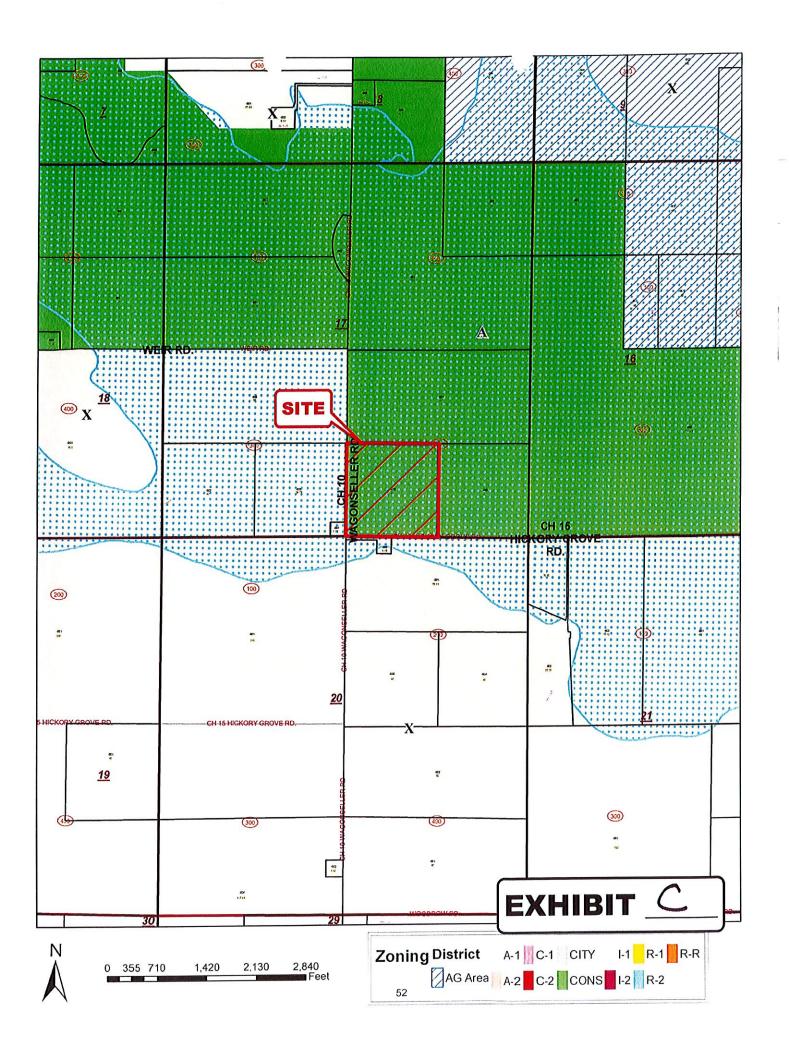
Chairman, Zoning Board of Appeals
Tazewell County, Illinois

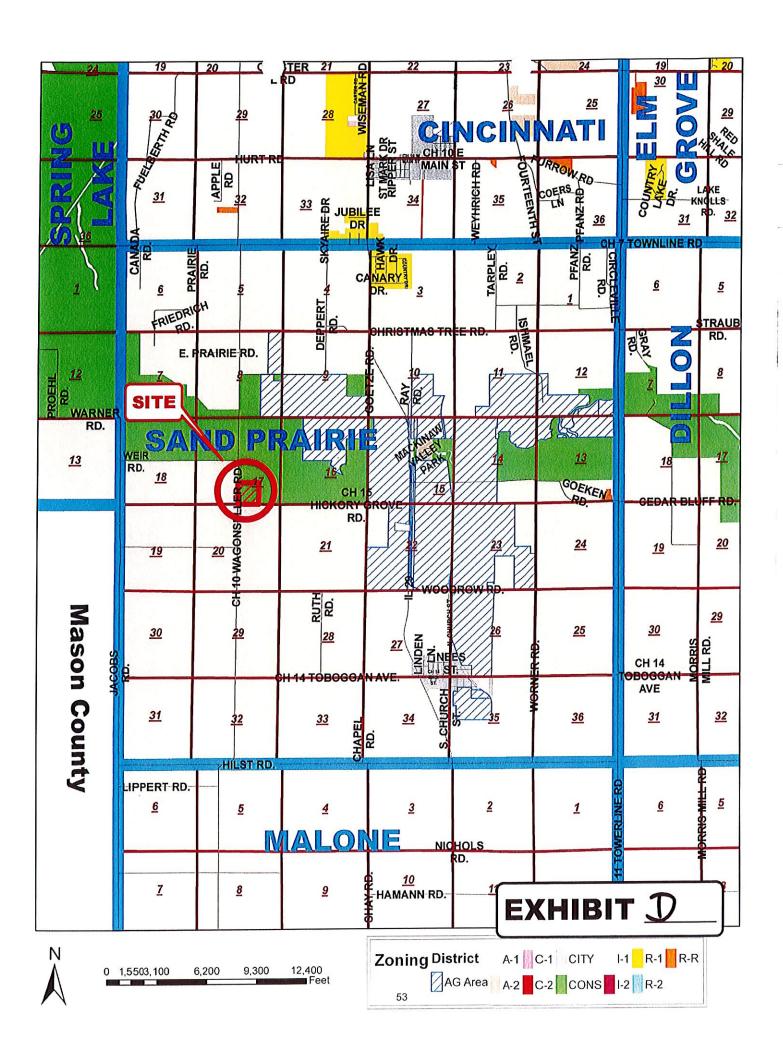












COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the Transportation Committee received bids for one (1) new Tandem Axle Truck including 15' dump body, hoist, hydraulics, wing plow and pre-wet system installed and;

WHEREAS, subject to the approval of the County Board and review by the County Engineer, accepted the low bid of Truck Centers, Inc., in the amount of \$242,472.00 for a new 2025 Western Star 49X tandem axle truck with equipment as specified, to be paid from County Highway Tax Funds, Highway Equipment, Account Number 211-400-5559.

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

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

ADOPTED THIS 31st DAY OF JANUARY, 2024

ATTEST:

YAZEWELL COUNTY CLERK

TAZEWELL COUNTY BOARD CHAIRMAN



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?			Resolution	Туре	Resolution Numb	er Section Number
✓ Yes ☐ No			Amende	b	T-24-02	21-00000-06-MG
BE IT RESOLVED, by the Board				of the	County	
Government	ning Body T	уре		_ 01 1110	Local F	Public Agency Type
of Tazewell County	Illi	nois tha	at the followi	ng desci	ribed street(s)/road(s)/structure be improved under
Name of Local Public Agency						
the Illinois Highway Code. Work shall be done by	Contrac Contrac	t or Day	/ Labor			
For Roadway/Street Improvements:	Communication					
Name of Street(s)/Road(s)	Length (miles)		Route		From	То
N/A						
For Structures:						
Name of Street(s)/Road(s)	Exist Structur		Route		Location	Feature Crossed
N/A						
BE IT FURTHER RESOLVED,						
1. That the proposed improvement shall consist	of	•••				D
The engineering design and construction	n for the	renov	ation of th	ie Taze	ewell County High	way Department's
existing Shop building, a county garage	for the s	ervice	e, mainten	ance, a	and storage of vel	hicles and equipment
used in the construction and maintenan	ce of cou	inty hi	ighways, a	is provi	ided by 605 ILCS	5/5-701.9.
			· · · · · · · · · · · · · · · · · · ·			
2. That there is hereby appropriated the sum of	Four Hu	ndred	Twenty F	ive Tho	ousand and 00/10)0
				oliars (ተፈባር ሰሰሰ	.00) for the improvement of
said section from the Local Public Agency's allot	ment of Mo	tor Fue				
BE IT FURTHER RESOLVED, that the Clerk is h	norchy dire	cted to	transmit fou	r (4) cert	ified originals of this	resolution to the district office
of the Department of Transportation.	ioloby and	otou to	ti di lioni i i i i	. (. ,		
of the Department of Transportation.						
I, John C. Ackerman	Coun	ıtv		C	Clerk in and for said	County
Name of Clerk			lic Agency Ty		_	Local Public Agency Type
of Tazewell County	ir	the St	ato aforesaio	d and ke	eener of the records :	and files thereof, as provided by
Name of Local Public Agency	"	1 1116 31	ate aloresan	u, and K	separ or the records	and most distributed provided and
statute, do hereby certify the foregoing to be a tr	ue, perfect	and co	mplete origi	nal of a r	esolution adopted by	<i>!</i>
	azewell C					d on January 31, 2024
Governing Body Type			al Public Agei	ncy		Date
IN TESTIMONY WHEREOF, I have hereunto se	t my hand	and sea	al this <u>3 x</u> Day	day o	f Sunuary a Month Dear	<u>1024</u> .
(SEAL, if required by the LPA)				C	Clerk Signatu re & D at	te
(==:,,,						1/3/124
					//w/Ah	
				L	1/21	
						Approved
					Regional Engineer Si Department of Transg	
				Ĺ	Jopai anone of Trans.	ZATSWEIGHT

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

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

ADOPTED THIS 31st DAY OF JANUARY, 2024

ATTEST:

TAZEWELL COUNTY CLERK

FAZEWELL COUNTY BOARD CHAIRMAN



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?			Resolution	Туре	Resolution Number	Section Number
∑ Yes ☐ No			Amende	d	T-24-02	21-00000-06-MG
BE IT RESOLVED, by the Board				of the (County	
Gover	ning Body T	уре			Local Pul	olic Agency Type
of Tazewell County	Illia	nois tha	at the followi	ng descri	ibed street(s)/road(s)/s	structure be improved under
Name of Local Public Agency the Illinois Highway Code. Work shall be done by	Contrac	:t				
the minors riighway Godd. Work shall be done by		t or Day	Labor			
For Roadway/Street Improvements:		r		1.		
Name of Street(s)/Road(s)	Length (miles)		Route		From	То
N/A						
For Structures:						
Name of Street(s)/Road(s)	Exist Structur		Route		Location	Feature Crossed
N/A						
BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist	of					
The engineering design and construction		renov	ation of th	e Taze	well County Highw	av Department's
existing Shop building, a county garage	for the e	anvice	maintan:	ance a	nd storage of vehic	cles and equipment
used in the construction and maintenan-	re of col	intv hi	nhways a	anco, a s provid	ded by 605 ILCS 5	5/5-701.9.
2. That there is hereby appropriated the sum of	Four Hu	ndred	Twenty F	ive Tho	usand and 00/100	
			Do	ollars (\$425,000.0	$\overline{0}$) for the improvement of
said section from the Local Public Agency's allotr						
BE IT FURTHER RESOLVED, that the Clerk is h	ereby dire	cted to	transmit fou	r (4) certi	fied originals of this re	solution to the district office
of the Department of Transportation.						
I, John C. Ackerman	Coun	tv		C	lerk in and for said Co	ounty
Name of Clerk			lic Agency Ty			Local Public Agency Type
of Tazewell County	in	the St	ate aforesaid	d, and ke	eper of the records an	d files thereof, as provided by
Name of Local Public Agency						
statute, do hereby certify the foregoing to be a tru	ie, perfect	and co	mplete origii	nal of a re		
Boara	zewell C	·		2011	at a meeting held o	n January 31, 2024 Date
Governing Body Type			al Public Ageı لددھ	•	· On a a	e I
IN TESTIMONY WHEREOF, I have hereunto set	my hand a	and sea	Day	day of	Montk, Year	Д
(SEAL, if required by the LPA)				င္	lerk Signature & Date	
					MA	1/31/24
				L_2	Ap	proved
					egional Engineer Sign	
				D	epartment of Transpor	tation

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

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

ADOPTED THIS 31st DAY OF JANUARY, 2024

ATTEST:

TAZEWELL COUNTY CLERK

TAZEWELL COUNTY FOARD CHAIRMAN



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?			Resolution Type		Resolution Number		
∑ Yes ☐ No			Amended	<u></u>	T-24-02	21-00000-06-MG	
BE IT RESOLVED, by the Board			of the County Local Public Agency Type				
	ing Body T		نبيدالمة مطفيا	na dooorib		structure be improved under	
of Tazewell County Name of Local Public Agency		างเร เทล	it the followi	ng aescrii	jed Street(s)/Toad(s)/	Structure de improved andor	
the Illinois Highway Code. Work shall be done by	Contrac Contrac	t t or Day	Labor .				
For Roadway/Street Improvements:							
Name of Street(s)/Road(s)	Length (miles)				From	То	
N/A					<u></u>		
For Structures:							
Name of Street(s)/Road(s)	Existi Structur		Route		Location	Feature Crossed	
N/A							
BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of	nf						
The engineering design and construction existing Shop building, a county garage used in the construction and maintenance.	n for the for the s	ervice	, maintena	ance, ar	nd storage of veh	icles and equipment	
That there is hereby appropriated the sum of	Four Hu	ndred	Twenty F	ive Thou	isand and 00/10	0	
2. That there is hereby appropriated the sum or	i oai i ia	naroa		llars (# 40E 000 /	00) for the improvement of	
said section from the Local Public Agency's allote BE IT FURTHER RESOLVED, that the Clerk is he of the Department of Transportation.	nent of Mo ereby direc	tor Fue	l Tax funds.				
I, John C. Ackerman	Coun				erk in and for said ${ extstyle C}$	ounty	
Name of Clerk	Lo	cal Publ	ic Agency Typ	oe .		Local Public Agency Type	
of Tazewell County Name of Local Public Agency	in	the St	ate aforesaid	d, and kee	per of the records a	nd files thereof, as provided by	
statute, do hereby certify the foregoing to be a tru	e, perfect	and co	mplete origir	nal of a re	solution adopted by		
	zewell C				at a meeting held	on January 31, <u>2024</u> .	
Governing Body Type			al Public Ager	1	Λ	Date	
IN TESTIMONY WHEREOF, I have hereunto set	my hand a	and sea	ll this <u> </u>	day of	Month, Year	<u>3034</u> .	
(SEAL, if required by the LPA)				CI	erk Signature & Date	1/31/24	
					А	pproved	
					egional Engineer Sig	nature & Date	

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

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

ADOPTED THIS 31st DAY OF JANUARY, 2024

ATTEST:

TAZENVELL COUNTY CLERK

ZEWELL COUNTY BOARD CHAIRMAN

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, bridge replacement has become necessary under Section 23-08126-00-BR for the bridge on Country Club Drive (FAU 6703) over Lick Creek (Existing Structure No. 090-3090) necessitating an agreement for engineering services; and

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

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and WHKS & Co.; and

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

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

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

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action as well as submit four certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED THIS 31st DAY OF JANUARY, 2024

ATTEST:

TAZEWELL COUNTY ČLERK

TAZEWELL COUNTY BOARD CHAIRMAN



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No MFT PE Original LOCAL PUBLIC AGENCY Local Public Agency County Section Number Job I Tazewell County 23-08126-00-BR							
LOCAL PUBLIC AGENCY Local Public Agency County Section Number Job I							
Local Public Agency County Section Number Job I	_						
Tazewell County Tazewell 23-08126-00-BR	Number						
Project Number Contact Name Phone Number Email							
Dan Parr (309) 925-5532 dparr@tazewell-il.gov							
SECTION PROVISIONS Local Street/Road Name							
Journal State Stat	Add Location						
Approximately from Indian Creek Dr. to Pine Valley Dr.	Add Location Remove Location						
	Remove Location						
Replacement of Str. No. 090-3090 with approach work to tie into existing roadway							
Replacement of Str. No. 090-3090 with approach work to the into existing roadway							
Engineering Funding MFT/TBP State Other Local							
Anticipated Construction Funding Federal MFT/TBP State Other Local							
,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	AGREEMENT FOR						
Phase I - Preliminary Engineering Phase II - Design Engineering							
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CONSULTANT							
CONSULTANT							
CONSULTANT Prime Consultant (Firm) Name Contact Name Phone Number Email Craig Fink Craig Fink Craig Fink Craig Fink Craig Fink	Zip Code						
CONSULTANT Prime Consultant (Firm) Name Contact Name Phone Number Email WHKS & Co. Craig Fink City State	Zip Code 62711						
CONSULTANT Prime Consultant (Firm) Name Contact Name Phone Number Email WHKS & Co. Craig Fink City State							
CONSULTANT Prime Consultant (Firm) Name Contact Name Phone Number Email WHKS & Co. Craig Fink City State							
CONSULTANT Prime Consultant (Firm) Name Contact Name Phone Number Email WHKS & Co. Craig Fink Contact Name Contact Name Phone Number Email (217) 483-9457 Cfink@whks.com Address City State Springfield THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers contact the contact Name Consultant (Firm) Name Contact Name Phone Number Email (217) 483-9457 Cfink@whks.com State	62711 ertain						
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CONSULTANT Prime Consultant (Firm) Name Contact Name Phone Number Email WHKS & Co. Craig Fink Contact Name Contact Name Phone Number Email (217) 483-9457 Cfink@whks.com Address City State Springfield THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers contact the contact Name Consultant (Firm) Name Contact Name Phone Number Email (217) 483-9457 Cfink@whks.com State	62711 ertain the LPA by the						
CONSULTANT Prime Consultant (Firm) Name Contact Name Phone Number Craig Fink Craig Fink Craig Fink Contact Name Phone Number Craig Fink Craig Fink Craig Fink Craig Fink Craig Fink City State Springfield THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers of professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTI used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.	ertain the LPA by the MENT," will be						
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CONSULTANT Prime Consultant (Firm) Name Contact Name Phone Number Email WHKS & Co. Craig Fink Craig Fink Craig Fink City State Springfield THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers or professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTI used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS. Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in it the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering	ertain the LPA by the MENT," will be R, acting as an its relationship to ng into an						
CONSULTANT Prime Consultant (Firm) Name Contact Name Phone Number Email WHKS & Co. Craig Fink City State State State THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers or professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTI used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS. Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER individual partnership firm or legal entity, qualifies for professional status and will be governed by professional ethics in its	ertain the LPA by the MENT," will be R, acting as an its relationship to ng into an						
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Company or Companies to which the construction contract was awarded

A full time LPA employee authorized to administer inherently governmental PROJECT activities

Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the

construction PROJECT

In Responsible Charge

Contractor

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:
X EXHIBIT A: Scope of Services
EXHIBIT B: Project Schedule
X EXHIBIT C: Qualification Based Selection (QBS) Checklist
EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)

1. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- 2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- 5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- 7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
- That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

- 1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
- To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
- 3. To pay the ENGINEER:
 - (a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

- (c) For Non-Federal County Projects (605 ILCS 5/5-409)
 - (1) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:
Percent
☐ Lump Sum
Cost plus Fixed Fee:
Total Compensation = DL + DC + OH + FF Where: DL is the total Direct Labor, DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and FF is the Fixed Fee.
Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.
The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

- 1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 - The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

- 4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
- 5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
- 6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

- In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.
 - If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
- 9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co.	42-0943938	\$90,501.84

Subconsultants	TIN/FEIN/SS Number	Agreement Amount		
Precision Engineering Group, Inc.	81-5481872	\$14,410.00		
Midwest Engineering and Testing, Inc.	27-0764228	\$6,600.00		
	Subconsultant Total	\$21,010.00		
	Prime Consultant Total	\$90,501.84		
	Total for all work	\$111,511.84		

AGREEMENT S	IGNATURES
Executed by the LPA:	
	blic Agency
Attest: The County of Tazewe	ell County
By (Signature & Date)	By (Signature & Date)
Local Public Agency Local Public Agency Type	Title
Tazewell County County Clerk	Tazewell County Board Chairman
(SEAL)	
Executed by the ENGINEER: Prime Consultant (Firm) Name WHKS & Co.	
By (Signature & Date)	By (Signature & Date)
Digitally signed by Cory	Digitally signed by Scott D. Sanford
Cory Chamberlain Chamberlain Date: 2023.11.20 14:05:22 -06'00'	Date: 2023.11.20 13:52:38 -06'00'
Cory Chamberlain Chamberlain Date: 2023.11.20 14:05:22 -06'00'	
Date. 2023.11.20 14.03.22 -00 00	Date: 2023.11.20 13:52:38 -06'00'

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	WHKS & Co.	Tazewell	23-08126-00-BR

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. Perform detailed surveys as necessary for the preparation of detailed roadway plans.
- b. Perform stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c. Perform soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation (IDOT).
- d. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch.
- e. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- f. Prepare Scour Critical Coding report.
- g. Provide environmental documents in accordance with the procedures adopted by IDOT's Bureau of Local Roads and Streets. These documents are limited to the Environmental Survey Request, Storm Water Pollution Prevention Plan and Asbestos Determination form.
- h. Complete general and detailed plans, special provisions and estimates of cost and furnish the CLIENT with five (5) copies of the plans, special provisions, and estimates. Additional copies of any or all documents, if required, shall be furnished to the CLIENT by WHKS at actual cost for reproduction.
- i. Prepare and furnish the CLIENT with survey and drafts in quadruplicate of all necessary rightofway dedications and construction easements including prints of the corresponding plats as required. For cost estimate assume 3 Plats with Temp Easements.
- j. Coordinate with the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge to collect load rating data and IDOT SLRS form and deliver information to IDOT.
- k. Coordinate and incorporate into the final construction plan documents the superstructure design drawings and details as received from the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge.
- I. Coordinate and assist the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge with the review of shop drawings applicable to the superstructure for general conformance.
- m. Assist the CLIENT in the tabulation and interpretation of the Contractor's proposals.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number		
Tazewell County	WHKS & Co.	Tazewell	23-08126-00-BR		
	EXHIBIT B		·		

PROJECT SCHEDULE

Schedule to be coordinated with client for planned 2026 construction.

Loc	cal Public Agency	Prime Consultant (Firm) Name	County		7		lumber
Ta	zewell County	WHKS & Co.][23-	0812	26-00-BR
		Exhibit C Qualification Based Selection (Q					
Jno	e LPA must complete Exhibit D. If the volume the threshold, QBS requirements do do being used, federal small purchase of Form Not Applicable (engineering ser	o not apply. The threshold is adjusted guidelines must be followed.	ld in 50 ILCS 5 [.] annually, If the	10, QBS requirer value is under th	nents ne thre	must eshol	be followed. d with federal
	ns 1-13 are required when using fed ng State funds and the QBS process		licable. Items	14-16 are requir		hen Yes	
1	Do the written QBS policies and proce and administration) concerning engine			, management			
2	Do the written QBS policies and proce specifically Section 5-5.06 (e) of the B						
3	Was the scope of services for this proj	ect clearly defined?					
4	Was public notice given for this projec	1?					
5	Do the written QBS policies and procedures cover conflicts of interest?						
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?						
7	Do the written QBS policies and proce						
		Project Criteria		Weighting			
8	Do the written QBS policies and proce	dures discuss the method of selection	า?				
Sel	ection committee (titles) for this project						
	Top three	consultants ranked for this project in c	order		1		
	1	·			1		
	2				1		
	3				1		
9	Was an estimated cost of engineering	for this project developed in-house pr	rior to contract r	negotiation?			
10	Were negotiations for this project perfo	ormed in accordance with federal requ	uirements.				
11	Were acceptable costs for this project	verified?					
12	Do the written QBS policies and proce the request for reimbursement to IDO		payment, befor	re forwarding			
13	Do the written QBS policies and proce (monitoring, evaluation, closing-out a correct, and resolution	contract, records retention, responsibi	lministration of t lity, remedies to	the project violations or			

14 QBS according to State requirements used?
15 Existing relationship used in lieu of QBS process?
16 LPA is a home rule community (Exempt from QBS).

Direct Costs Check Sheet

Exhibit D

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ois Tan	
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Prime Consultant Name	P1B Number State Job Number(s)	8)			
VHKS & Co.	4Z V				
		Date			
Consultant					
WHKS & Co.					
ltem	Allowable	Utilize w.o. only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum				
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)				
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost				
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval				
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		410	\$0.62	\$254.20
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day				
Vehicle Rental	Actual cost (Up to \$55/day)				
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)				
Tolls	Actual cost				
Parking	Actual cost				
Overtime	Premium portion (Submit supporting documentation)				
Shift Differential	Actual cost (Based on firm's policy)				
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		2	\$40.00	\$80.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		458	\$0.10	\$45.80
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			3 \$40.00	\$120.00
Project Specific Insurance	Actual cost				
Monuments (Permanent)	Actual cost				
Photo Processing	Actual cost				
2-Way Radio (Survey or Phase III Only)	Actual cost				
Telephone Usage (Traffic System Monitoring Only)	Actual cost			-	

Page 1 of 2

BDE 436 (Rev. 02/02/23) File Code: 06.014.0101

ltem	/able	Utilize w.o. only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)				
Recording Fees	Actual cost				Ξ
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
				Total Direct Cost	\$500.00

^{*}If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND
W.O. = Work Order
J.S. = Job Specific

S	· land surveyors
JAN 1	anners + land s
	engineers + pli
	1

EXHIBITE

Structure #'s: 090-3090 (Exist) 090-3259 (Prop) Route: Country Club Drive (FAU 6703)

Section No.: 23-08126-00-BR

Project Data

79.7% 0.5% 13.6% 6.2% 84,691.75 500.00 14,410.00 6,600.00 5,310.09 111,511.84 Engineering Estimate Summar WHKS Labor Fee (Est) WHKS Direct Cost (Est) SurwyROW Plats (Precision Eng) Soil Bongs (MET) Contingency Total Engineering Estimate

Est. Construction Cost \$ 547,400.00 (Est'd 46' L x 34' W) % Const w/o contingency 19,4% % Const w contingency 20,4%

3696 S. 6th Street, Suite A Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9468 Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span as DPBFG (Steel Press-Brake-Formed Tub Griden) per a spill-through abutment bridge with span of grap approx. 46° and clear width of approx. 34°. No appreciable roadway raise. Resurface roadway/auxilary larns as needed, install guardrail as needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from IDOT. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

Item Description	Total	Project Manager	Transportation Tran Eng III	Fransportation T	nsportation Transportation Eng II Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const	Admin.
001 Project Administration																
01 Project Admin and Management	12	80	2			2			T							T
02 Billina/Invoicina (1 hours/invoice x 8 invoices)	80	8														
03 Sub-Consultant Coordination	2	2														
04 Project Kickoff and Closeout	16	80	4			4										
Labor Hours Subtotal	38	26	9	0	0	9	0	0	٥	0	0	0	0	0	0	0
Labor Costs Subtotal \$	7,832.50	\$ 5,492.50	\$ 1,170.00 \$	•		\$ 1,170.00			•							. 8
	7.4%															
002 Reports and Coordination		AND THE PERSON NAMED IN		A CONTRACTOR OF THE PARTY OF TH	10000000000000000000000000000000000000		を できる とうない ないない ない こうしゅう こうしゅう こうしゅう こうしゅう しゅうしゅう しゅう			一年の一日の日本				The Control of the Co		を受ける
01 Structure Type Options w/ Cost Est (No BCRs)	14	2				12										
02 Preliminary Bridge Design and Hydraulic Reports (no TSL)	16	2				2			2			10				
03 Clearinghouse Coordination (not needed)	0															
04 Project Development Report (not needed)	0															T
														1	•	ľ
Labor Hours Subtotal		,	0	0	0	14	0	0	2	0	0	- 1	0	0	0	0
Labor Costs Subtotal \$	4,972.50 \$	\$ 845.00	. \$. 8	. \$	\$ 2,730.00			\$ 292.50			\$ 1,105.00	- 9		- 8	-
	4.7%															
003 Permits and Coordination																の場合にあると
01 ESR (Cultural, Biological, Wetlands) - (EcoCAT by County)	18		2				4					12				
02 404 Permit (Joint Application Form)	8						4					4				
03 SWPPP (If Needed)	8		2	4								2				
04 IDNR Coord (Not Needed)	0															T
05 Asbestos Determination and Coordination (by County)	0						0									
106 Utility Coordination (Julie Request) - (Relocation by County)	10	2			2			2				4				
Lohor Long Subtotal	44	0	7	4	2	c	o	6	c	c	c	22	c	c	c	c
Labor Costs Subtotal S	5.720.00	\$ 422.50	\$ 780.00	\$ 494.00	\$ 227.50		\$ 1,170,00	\$ 195.00				\$ 2,431.00	69			49
	5.4%	l														
004 Hydraulics and Drainage	The second production															
01 Drainage Area/Flows (StreamStats)/Modify basin	2									2						
02 Prepare Base HECRAS Model (Calibrate with FEMA Map)	22			2					4	16						
03 Analyze Natural and Existing Conditions	18			2					4	12						
04 Analyze Proposed Conditions with Scour Analysis	28			2			4		2	20						
05 Ditch Hydraulics and Special Ditches	10		4	9												
06 Gutters/Outlets (4 Comers)	13		က	10												
Interface Control and Control	03	c	7	33	c	c	4	c	10	20	C	c	c	C	c	0
Labor nous Subroral	00000		4 200	ı	6		00 303	,	4 465 60							
Labor Costs Subtotal \$ 12,304.30	12,304.30		\$ 1,365,00	00.117.2	•	9			1,402.00	9	•	•	•	•	,	

	1
whks	engineers + planners + land surveyors
	1

EXHIBIT E

Engineering Estimate Summary

% of Estimated Construction Cost 79.7% 0.5% 13.6% 6.2%

3696 S. 6th Street, Suite A Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9468

Est. Construction Cost \$ 547,400.00 (Est'd 46' L x 34' W) % Const w/o contingency 19.4% % Const w contingency 20.4%

\$ 84,691.75 \$ 500.00 \$ 14,410.00 \$ 6,600.00 \$ 5,310.09 \$ 111,511.84 WHKS Labor Fee (Est)
WHKS Direct Cost (Est)
Survey/ROW Plats (Precision Eng)
Soil Borings (MET)
Contingency
Total Engineering Estimate

Structure #'s: 090-3090 (Exist) 090-3259 (Prop) Route: Country Club Drive (FAU 6703)

Section No.: 23-08126-00-BR Client: Tazewell Co

Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span span SPBFTG (Steel Press-Brake-Formed Tub Girden open spill-through abutment bridge with span of approx. 46' and clear width of approx. 34'. No appreciable neadway rase. Resurface noadway/auxiliary larnes as needed. In itstall guardral as needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from IDOT. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform ROW survey, research and prepare all necessary plats (assume 3) and legal descriptions for land acquisition. Assist the Country with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

Item	Total	Project	Transportation Tran	Transportation	sportation Transportation	Structural	Structural	Structural	Hydraulic Fng III	Hydraulic Fog II	Hydraulic Fno I	Engineering Tech III	Engineering Er	Engineering Tach I	Const	Admin
005 Roadway Design and Plan Preparation		i Garage			ì			I								
				5. P.A 1995-20												
01 Process Survey Data and Create DTM	14		2		8							12				
02 Roadway Design, Roadside Safety	26	2		8								16				
03 Cover, General Notes, SOQ, Schedules	10			4								9				
04 Typical Sections, Entrance Details	8		2									9				
05 Erosion Control and Drainage Details	8			2								9				
06 Alignment, Ties, Benchmarks, Coordinates	9			2								4				
07 Plan and Profile Sheets	18		2									16			5.5	
08 Cross-Sections	18		2									16				
09 Miscellaneous Details	12	2	2									8				
10 Roadway Quantities/Schedules	20		2		9							12				
Labor Hours Subtotal	140	4		- 1		0	0	0	0	0	0		0	0	0	0
Labor Costs Subtotal \$ 17,114.50	17,114.50	\$ 845.00	\$ 2,340.00	\$ 1,976.00	\$ 682.50				- \$			\$ 11,271.00	\$ - \$		-	
	16.1%															
006 Bridge Design and Plan Preparation			THE REAL PROPERTY.	State of the State of			STATE OF STATE OF		No. of the latest			TOTAL PROPERTY.		The Control of	C. C	なるとは、
Tub Girder Superstructure Design by Others																ſ
01 Tub Girder Analysis and Design (By Others)	0															
02 Pier and Pile Design (Single Span)	0															
03 Abut and Pile Design	34	4				10	20									
,													-			
Plan Detailing and Preparation																
04 General Plan and Elevation	9	-				e						2				
05 General Notes and Data (SOO, Bill of Materials, etc.)	9	-				e						2				
06 Beam Details	14					9	80									T
07 Railing Details	4					2						-				Ī
08 Abutment Details	22						9					16				
09 Pier Details (Single Span)	0															
10 Pile Details	· vc			2			,					2				
11 Miscellaneous Details	16				2		- 5					12				
12 Bridge Quantities	12						4	80								
Labor Hours Subtotal	119	9	0	2	2	24	42	œ	0	0	0	35	0	0	0	0
Labor Costs Subtotal \$ 17,212,00 \$	\$ 17,212.00	\$ 1,267.50 \$	- 8	\$ 247.00	\$ 227.50	\$ 4,680.00	\$ 6,142,50	\$ 780.00				\$ 3,867.50	\$ - \$		-	
	16.2%															
007 Final Plans, Specification and Estimates												Approximate the second				
		,														
01 Special Provisions	22	9		4		00	4									
02 Estimate of Cost	9	-		-			4									
02 Estimate of Time	9	-		-			4									
03 Bid Documents (Local Let - Check Sheets)	11	-		4			9									
04 Pre-Final Plan Revisions (Address IDOT comments)	5	٠		2								2				
Labor Hours Subtotal	- 1		-	- 1	0	1	- 1	0	0	0	0	``	0	0	0	0
Labor Costs Subtotal \$	- 1	\$ 2,112.50		\$ 1,482.00	·	\$ 1,560.00	\$ 2,632.50	-	-			\$ 221.00	- 4			
	7.5%															



EXHIBIT E

Structure #'s: 090-3090 (Exist) 090-3259 (Prop) Route: Country Club Drive (FAU 6703)

Section No.: 23-08126-00-BR Client: Tazewell Co

84,691.75 500.00 14,410.00 6,600.00 5,310.09 111,511.84 WHKS Labor Fee (Est)
WHKS Direct Cost (Est)
Survey/ROW Plats (Precision Eng)
Soil Borings (MET)

Est. Construction Cost \$ 547,400.00 (Est'd 46' L x 34' W) % Const w/o contingency 19.4% 20.4%

3696 S. 6th Street, Suite A Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9468

Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span SPBFTG (Steel Press-Brake-Formed Tub Giriner) open spill-through abutment bridge with span of approx. 46' and clear width of approx. 34'. No appreciable roadway raise. Resurface roadway/auxiliary lanes as needed. Install guardrall as needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from DOT. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

ltem Description	Total Hours	Project Manager	Transportation Tran Eng III	Transportation Eng II	nsportation Transportation Eng II Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const	Admin.
008 Miscellaneous/Bidding/Other																
01 Field Check of Project	80			4			4									
02 AASHTOWare Bridge Model/SLRS Form (By Others)	0				_ 33											
03 Evaluate Bids, Recommend Award (Local Letting)	-	-														
04 Shop Drawing Review (Steel Press-Brake-Formed Tub Girder)	24						24									Γ
05 Phase 3 Involvement (address minor questions)	10	8				2										
Labor Hours Subtotal	43	6	0	4	0	2	28	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal \$	6,880.25	\$ 1,901.25	•	\$ 494.00		\$ 390.00	\$ 4,095.00					•	·			
	6.5%															Ī
009 QC/QA															Towns (18 year)	花花でする
01 Hydraulic QC/QA	8	80														
02 Roadway QC/QA	80	80														
03 Bridge QC/QA	9	9														
Labor Hours Subtotal	22	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal \$ 4,647.50		\$ 4,647.50	- 8	•	•		. s						- 5			
	4,4%															
Total Labor Hours	629	83	29	09	10	54	100	10	12	20	0	171	0	0	0	0
Total Labor Cost	\$ 84,691,75 \$ 17,533,75 \$ 5,655,00 \$	\$ 17,533.75	\$ 5,655.00	100	\$ 1,137.50	\$ 10,530.00	7,410.00 \$ 1,137.50 \$ 10,530.00 \$ 14,625.00 \$	975.00	\$ 1,755.00 \$ 6,175.00	\$ 6,175.00		\$ 18,895.50				



<u>Proposal for Surveying Services</u> WHKS – Tazewell County – Country Club Dr Bridge

October 3, 2023 Prepared for: WHKS

Attn: Craig Fink

Proposed Scope of work:

<u>Site Control</u>: Set control, and provide ties, near Project Bridge for construction purposes. Will return to set baseline control when the baseline has been finalized.

Road Topo:

Full topo of project bridge and features for 300 feet to the Northeast and 300 feet to the Southwest of the project bridge on 50 foot stations, and 100 feet each way of the road.

<u>Hydraulic Topo:</u> Locate, Upstream and Downstream, the 50 to 100 foot cross sections as necessary to gather sufficient information on stream movement to a total of 1000 feet from the Project Bridge; cross sections to include data from Top of Bank to Top of Bank. Provide bridge openings at the Project Bridge, and Adjacent Upstream and Downstream Bridges.

Road and Hydraulic Topo also in accordance with Project Scope as provided by WHKS.

Lump Sum fee for Road and Hydraulic Topo: \$9,500.00

ROW Survey:

Gather enough data to locate existing ROW and plot on Topo drawings. Prepare three Plats for ROW or Temporary Easements as determined by WHKS.

Lump Sum fee for ROW Survey: \$3,600.00

The above lump sum fees include recovery and checking of site control, pulling of data from CAD files, all labor, materials, supplies, travel, travel costs and insurance.

Respectively submitted by:

Kyle Schultze, PLS Project Manager Craig Fine, Project Manager

Accepted subject to Tazewell County and IDOT approval

of WHKS & Co. prime Engineering Services Agreement.

WHKS & Co.

01-24-2024 Date

Precision Engineering Group, Inc.

PO Box 784

Champaign, IL 61824



Midwest Engineering and Testing, Inc. geotechnical - environmental - materials engineers

nmental - materials engineers 1701 W. Market St., Suite B Bloomington, Illinois 61701 309-821-0430 FAX 309-821-1242 www.metgeotech.com

September 20, 2023

Mr. Craig Fink WHKS 3695 6th Street Frontage Road W, Suite A Springfield, IL 62703 cfink@whks.com

Re: Proposal for Geotechnical Services

Country Club Drive over Lick Creek

Tazewell County, Illinois MET Proposal No. B23175

Dear Mr. Fink:

In accordance with your September 20, 2023 email transmittal, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide Geotechnical Services for the captioned project. A description of the project, our proposed scope of services and fee estimate to provide these services follows.

Proposed Project:

We understand that replacement of the bridge which carries Country Club Drive over Lick Creek in Tazewell County, Illinois is planned. The scope of services outlined in this proposal is intended to provide information regarding the subsurface soil and groundwater conditions to allow for design of the foundations of the new structure. The scope of the exploration is based upon construction of a new bridge.

Boring Program:

We propose completing two (2) soil borings, near each end of the existing structure. The depth of the borings will be dependent upon the strength of the subsurface materials encountered in the borings. Criteria established by the Illinois Department of Transportation (IDOT) regarding the boring depths will be followed. Based upon typical subsurface conditions encountered in the area of the bridge, our proposal is based upon drilling each boring to a depth of 60 feet.

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

Proposal for Geotechnical Services Country Club Drive over Lick Creek Tazewell County, Illinois MET Proposal No. B23175 Page 2

Utility clearance for the borings to be made will be obtained by MET beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and on-site personnel. MET will utilize a crew trained in layout procedures to locate the borings in the field and will provide ground surface elevations for the bore holes by level We understand that the average daily traffic is 900 vehicles. survey methods. Therefore, our proposal assumes that traffic control signs and flaggers will be required when completing the borings.

Laboratory Testing:

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the soil classification system used by IDOT. Laboratory testing will include moisture content determinations and measurements of unconfined compressive strength, by direct or indirect methods, as appropriate.

Report of Data Obtained:

The results of the field measurements, sampling and laboratory testing will be provided on a boring location plan and computer-generated boring logs. We understand that an engineering analysis and preparation of a report with design recommendations will not be included in our scope of services.

Fee Estimate:

MET proposes to perform the soil borings and provide the boring logs as outlined in this proposal on a unit price basis in accordance with the attached Estimate Worksheet. addition, our general conditions for geotechnical services have been included as part of this proposal.

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Sincerely,

Midwest Engineering and Testing, Inc.

Kelsey R. Mueller

DN: cn=Kelsey R. Mueller, o, ou=MET, email=kmueller@metgeotech.com, c=US Date: 2023.09.20 15:59:08 -05'00'

Kelsey R. Mueller Ramsey Division Manager

Enclosures: Estimate Worksheet

Location Map **General Conditions** Accepted subject to Tazewell County and IDOT approval of WHKS & Co. prime Engineering Services Agreement.

Craig Fink Name:

Signature: Cain Fun

Project Manager, WHKS & Co. Title:

Date: 4505-45-10



Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers 1701 W. Market St., Suite B Bloomington, IL 61701 309-821-0430 FAX 309-821-1242 www.metgeotech.com

Mr. Craig Fink
WHKS
3695 6th Street Frontage Road W., Suite A
Springfield, IL 62703
cfink@whks.com

Proposal for Geotechnical Services Country Club Drive over Lick Creek Tazewell County, Illinois MET Proposal No. B23175 September 20, 2023

ESTIMATE WORKSHEET		Quantity	Unit Fee	<u>Total</u>
Field Exploration Services Mobilization of drilling equipment and personnel Drilling support vehicle Soil drilling with split-spoon sampling from depths of: - 0 to 25 feet -25 to 50 feet -50 to 75 feet Two Traffic Control Flaggers and Signs Subtotal for Field Services:	1 1 50 50 20 1	Lump Sum Days Feet Feet Feet Day	\$300.00 \$125.00 \$15.00 \$18.00 \$21.00 \$2,400.00	\$300.00 \$125.00 \$750.00 \$900.00 \$420.00 \$2,400.00 \$4,895.00
Laboratory Soil Testing Services Dry Density tests Rimac unconfined compressive strength tests Moisture content tests Subtotal for Lab Services:	21 21 36	Tests Tests Tests	\$5.00 \$5.00 \$5.00	\$105.00 \$105.00 \$180.00 \$390.00
Engineering Services Project Engineer - Coordination & Boring Logs Principal Engineer - Admin. Subtotal for Engineering Services: TOTAL ESTIMATED FEE:	4	Hours Hour	\$135.00 \$175.00 _	\$540.00 \$175.00 \$715.00 \$6,000.00

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, bridge replacement has become necessary under Section 23-08126-00-BR for the bridge on Country Club Drive (FAU 6703) over Lick Creek (Existing Structure No. 090-3090) necessitating an agreement for engineering services; and

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

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and WHKS & Co.; and

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

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

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

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action as well as submit four certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED THIS 31st DAY OF JANUARY, 2024

ATTEST:

TAZEWEŁL COUNTY CLERK

TAZEWELL COUNTY BOARD CHAIRMAN



Local Public Agency Engineering Services Agreement

	Agraement For						
	Agreement For				eement Type		
Using Federal Funds? ☐ Yes ☐	No MFT PE			Ori	ginal		
	LOC	AL PUBLIC AGENCY					
Local Public Agency		County	Sec	ction Nur	nber	Job	Number
Tazewell County		Tazewell] 23	-08126	-00-BR]	
Project Number Contact	Name	Phone Number	Em	···			
Dan Pa	arr	(309) 925-553	2 dp	arr@ta	zewell-il.go	٧	
	SEC	CTION PROVISIONS					
Local Street/Road Name		ey Route	Length	1	Structure Nu	mber	
Country Club Drive		AU 6703	±500		090-3090		
Location Termini			J				Add Location
Approximately from Indian Cr	eek Dr. to Pine Valle	y Dr.		·			Remove Location
Project Description						_	
Replacement of Str. No. 090-	3090 with approach	work to tie into exis	ting ro	adway			
Engineering Funding	MFT/TBP	State X Other	Local				
Anticipated Construction Funding	Tederal ⊠ MFT/TBP		Local				
Anticipated Constituction Funding			Local	<u></u>			
	А	GREEMENT FOR					
Phase I - Preliminary Engineering	ng 🛛 Phase II - Design	n Engineering					
		CONSULTANT		= 9			
Prime Consultant (Firm) Name	Contact Name	Phone Num		Email	@whks.con		
WHKS & Co	Craig Fink	(217) 483	-9457	CIIIK			
Address		City				ate	Zip Code
3501 Constitution Drive, Suite	∌ B	Springfield				-	62711
THIS AGREEMENT IS MADE between	اطبرا المممل المربطة مطفيت	in Agonay (LDA) and Co	neultan	+ /ENIGIN	JEER) and co	ware i	certain
professional engineering services in	connection with the impr	ovement of the above S	ECTIO	N. Projec	xt funding allo	tted to	the LPA by the
State of Illinois under the general su	pervision of the State De	partment of Transportat	ion, her	einafter o	called the "DE	PAR"	「MENT," will be
used entirely or in part to finance EN	IGINEERING services as	described under AGRE	EMEN	I PROVI	SIONS.		
Since the services contemplated und	der the AGREEMENT are	e professional in nature,	it is und	derstood	that the ENG	INEE	R, acting as an
individual, partnership, firm or legal of the LPA and the DEPARTMENT. The	entity, qualifies for profess	sional status and will be	govern	ed by pro	otessional eth NGINEER by	ncs in enter	its relationship to ing into an
AGREEMENT on the basis of its qua	e LFA acknowledges the alifications and experienc	e and determining its co	mpens	ation by	mutually satis	factor	y negotiations.

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

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

Transportation

Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the

construction PROJECT

In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following	EXHIBITS are attached hereto and made a part of hereof this AGREEMENT.
EXHIBIT.	A: Scope of Services
X EXHIBIT	B: Project Schedule
X EXHIBIT	C: Qualification Based Selection (QBS) Checklist
EXHIBIT	D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
	D: Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
EXHIBI	T E: Consultant Engineering Est-Specific Rate

THE ENGINEER AGREES.

- 1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- 2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- 4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- 5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- 7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
- That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

- 1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
- 2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
- 3. To pay the ENGINEER:
 - (a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

- (c) For Non-Federal County Projects (605 ILCS 5/5-409)
 - (1) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4.	To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the
	following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:	
☐ Percent	
Lump Sum	
Specific Rate \$111,511.84 (Maximum Fee \$150,000)	
Cost plus Fixed Fee:	
Total Compensation = DL + DC + OH + FF	
Where: DL is the total Direct Labor,	
DC is the total Direct Cost,	
OH is the firm's overhead rate applied to their DL and	
FF is the Fixed Fee.	. 400/
Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL	is 10% profit
allowed on the direct labor of the subconsultants.	

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

5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

- To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 - The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- 3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

- 4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
- 5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
- 6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

- 8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.
 - If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
- 9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

(2) The grantee's or contractor's policy to maintain a drug free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon an employee for drug violations.

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

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

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

AGREEMENT SUMMARY

	Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co.		42-0943938	\$90,501.84
			A A mount

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Precision Engineering Group, Inc.	81-5481872	\$14,410.00
Midwest Engineering and Testing, Inc.	27-0764228	\$6,600.00
<u> </u>	Subconsultant Total	\$21,010.00
	Prime Consultant Total	\$90,501.84
	Total for all work	\$111,511.84

AGREEMENT SIGNATURES						
Executed by the LPA:						
		Public Agency				
Attest:	The County of Taze	well County				
By (Signature & Date)	2/2/24	By (Signature & Date)	2/2/24			
Local Public Agency	Local Public Agency Type	Title/				
Tazewell County	County	Tazewell County Boar	d Chairman			
(SEAL)						
Executed by the ENGINE Attest:	EER: Prime Consultant (Firm) Name WHKS & Co.					
By (Signature & Date)		By (Signature & Date)				
Cory Chambe	Digitally signed by Cory Chamberlain Date: 2023.11.20 14:05:22 -06'00'	fto ffl	Digitally signed by Scott D. Sanford Date: 2023.11.20 13:52:38 -06'00'			
Title		Title				
Vice-President		Vice-President				
APPROVED: Regional Engineer, Depare	artment of Transportation (Signature & Date					

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	WHKS & Co.	Tazewell	23-08126-00-BR

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. Perform detailed surveys as necessary for the preparation of detailed roadway plans.
- b. Perform stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c. Perform soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation (IDOT).
- d. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch.
- e. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- f. Prepare Scour Critical Coding report.
- g. Provide environmental documents in accordance with the procedures adopted by IDOT's Bureau of Local Roads and Streets. These documents are limited to the Environmental Survey Request, Storm Water Pollution Prevention Plan and Asbestos Determination form.
- h. Complete general and detailed plans, special provisions and estimates of cost and furnish the CLIENT with five (5) copies of the plans, special provisions, and estimates. Additional copies of any or all documents, if required, shall be furnished to the CLIENT by WHKS at actual cost for reproduction.
- i. Prepare and furnish the CLIENT with survey and drafts in quadruplicate of all necessary rightofway dedications and construction easements including prints of the corresponding plats as required. For cost estimate assume 3 Plats with Temp Easements.
- j. Coordinate with the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge to collect load rating data and IDOT SLRS form and deliver information to IDOT.
- k. Coordinate and incorporate into the final construction plan documents the superstructure design drawings and details as received from the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge.
- I. Coordinate and assist the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge with the review of shop drawings applicable to the superstructure for general conformance.
- m. Assist the CLIENT in the tabulation and interpretation of the Contractor's proposals.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
	WHKS & Co.	Tazewell	23-08126-00-BR

EXHIBIT B PROJECT SCHEDULE

Schedule to be coordinated with client for planned 2026 construction.

Loc	al Public Agency	Prime Consultant (Firm) Name	County				umber
Ta	zewell County	WHKS & Co.	Tazewe	ll	23-0	0812	26-00-BR
Und fund	LPA must complete Exhibit D. If the voler the threshold, QBS requirements does being used, federal small purchase Form Not Applicable (engineering ser	o not apply. The threshold is adjusted guidelines must be followed. vices less than the threshold)	ld in 50 ILCS 51 annually. If the	value is under tr	ne thre	esnol	be followed. d with federal
iten usi:	ns 1-13 are required when using fed ng State funds and the QBS process	s is applicable.				Yes	ı
1	Do the written QBS policies and proce and administration) concerning engine	edures discuss the initial administration eering and design related consultants	on (procurement services?	management			
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?						
3	3 Was the scope of services for this project clearly defined?						
4	Was public notice given for this project	et?					
5	Do the written QBS policies and proce	edures cover conflicts of interest?			\Box	\Box	
6	Do the written QBS policies and procedebarment?	edures use covered methods of verific	cation for susper	nsion and			
7	Do the written QBS policies and proce	edures discuss the methods of evalua	tion?				
		Project Criteria		Weighting			
8	Do the written QBS policies and proce	edures discuss the method of selection	n?		To		
	ection committee (titles) for this projec						'
	Top three	consultants ranked for this project in	order		1		
	1			<u> </u>	1		
	2]		
	3						
9							
10	10 Were negotiations for this project performed in accordance with federal requirements.						
11	11 Were acceptable costs for this project verified?				口		
12	Do the written OBS policies and procedures cover review and approving for payment, before forwarding						
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?						

BLR 05530 (Rev. 07/08/22)

14 QBS according to State requirements used?
15 Existing relationship used in lieu of QBS process?
16 LPA is a home rule community (Exempt from QBS).

Direct Costs Check Sheet

Exhibit D

ois Department	Fansportation
	ত
(Y)	6

rime Consultant Name	PTB Number St	State Job Number(s)				
JHKS & Co.	NA	NA				
	Prime [Supplement	Date			
onsultant		1				
VHKS & Co.						
ltem	Aliowable		Utilize w.o. only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum					
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	(wn				
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost					
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	inimum two				
Vehicle Mileage (ber GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			410	\$0.62	\$254.20
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	\$65/full day				
Vehicle Rental	Actual cost (Up to \$55/day)					
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	umentation)				
Tolls	Actual cost					
Parking	Actual cost					
Overtime	Premium portion (Submit supporting documentation)	g documentation)				
Shift Differential	Actual cost (Based on firm's policy)			:		
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	:umentation)		2	\$40.00	\$80.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	umentation)		458	\$0.10	\$45.80
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	umentation)		3	\$40.00	\$120.00
Project Specific Insurance	Actual cost					
Monuments (Permanent)	Actual cost					
Photo Processing	Actual cost					
2-Way Radio (Survey or Phase III Only)	Actual cost					
Telephone Usage (Traffic System Monitoring Only)	Actual cost					
	-					

Item	rable	Utilize w.o. only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		:		
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost			-	
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)		:		
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
5.9					
				Total Direct Cost	\$500.00
*If other allowable costs are needed and not listed in lease add in the above spaces provided	ase add in the above spaces provided				

^{*}If other allowable costs are needed and not listed, please add in the above spaces provided. LEGEND W.O. = Work Order J.S. = Job Specific



•			Engineering	Engineering Estimate Summary	>	1		% of Estimated Construction Cost	Construction	ost			3695 S. 6th	3695 S. 6th Street, Suite A
Whks	EXHIBITE		WHKS Labor Fee (Est) WHKS Direct Cost (Est) Survey/TOW Plats (Precision Eng) Soil Borings (MET) Contingency 5%		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	,691.75 79.7% 500.00 0.5% ,410.00 13.6% ,600.00 6.2%	*	Est Construction Cost \$ \$47,400.00 (Est'd 46' L x 34' W) % Const w/o contingency 19.4% % Const w contingency 20.4%	\$ 547,400.0 19.4% 20.4%	0 (Est'd 46' L x	34. W)		Sprir Phone: (Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9468
			Total Engineering Estimate		\$ 111,511.84	1.84								
	Project Data						0)	Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-	splace single-sp	an, steel multi-be	am on open, sp	ill-through abut	on timber piles	with a single-
	Client: Tazewell Co							span SPBFTG	(Steel Press-Br	span SPBFTG (Steel Press-Brake-Formed Tub Girder) open spill-through abutment bridge with span of	Girder) open sp	oill-through abut	ment bridge wit	span of
	Route: Country Club Drive (FAU 6703)	rive (FAU 67	703)					lanes as neede	ed. Install guard	approx. 30 and creat what to approx. 34 : to appreciable to adway table. Accurtage to adway/adviraly lanes as needed. Install guardrail as needed. Perform field survey, obtain soil borings, conduct hydraulic	erform field su	rvey, obtain soil	borings, condu	et hydraulic
	Section No.: 23-08126-00-BR	240-0						analysis of pro	posed structure	analysis of proposed structure and prepare reports and permits as needed to gain design approval from	rts and permits	as needed to g	ain design appr	oval from
	Structure #'s: 090-3090 (Exist) 090-3259 (Prop)	090-3259	(Prop.)					ROW survey, research and acquisition. Assist the Cour January 2026 Local letting.	research and pressist the County Local letting.	LDO. : Prepare intel prais., special provisions and seminates for a local return bang to Pr further. ROW survey, research and prepare all necessary plats (assume 3) and legal descriptions for land acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.	n estimates for y plats (assum g and construction)	r a local letting le 3) and legal d tion questions a	escriptions for I	ing. relioim and lan for
Item Description t Administration	Total Hours	Project Manager	Transportation Transportation Eng III Eng II Eng I		Structural Structural Eng III Eng II	ral Structural I Eng I	ural Hydraulic	aulic Hydraulic i III Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Engineering Tech II Tech I	Const Observer	Admin.
Admin and Management	45	α	2		0									T
Admin and Management	71	0	7											T
Invoicing (1 hours/invoice x 8 invoices)	000	00												

ltem Description 001 Project Administration	Total Hours	Project Manager	Transportation Tra Eng III		nsportation Transportation Eng II Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
01 Project Admin and Management	12	8	2			2										
02 Billing/Invoicing (1 hours/invoice x 8 invoices)	æ (89 (T
04 Project Kickoff and Closeout	16	8	4			4										
abor Hours Subtotal	38	26	ç	0	0	9	0	0	0	0	0	0	0	0	0	o
	2.50	\$ 5,492.50	\$ 1,170.00		- 8	\$ 1,170.00				- \$						
	7.4%															
002 Reports and Coordination		Mecustrates rate				を ないとうない		ないと			The state of the s			A Company	は大学を表する	Water State of the
	;					,										
01 Structure Type Options w/ Cost Est (No BCRs)	14	2				12								1		
02 Preliminary Bridge Design and Hydraulic Reports (no LSL)	9 0	7				7			7	1		2				
04 Project Development Report (not needed)	0															
Labor Hours Subtotal	30	4	0	0	0	14	0	0	2	0	0	10	0	0	0	0
	\$ 4,972.50	\$ 845.00		•		\$ 2,730.00			\$ 292.50	•		\$ 1,105.00				·
	4.7%															
003 Permits and Coordination															· · · · · · · · · · · · · · · · · · ·	
01 ESR (Cultural, Biological, Wetlands) - (EcoCAT by County)	18		2				4					12				
02 404 Permit (Joint Application Form)	80						4					4				
03 SWPPP (If Needed)	80		2	4								2				
04 IDNR Coord (Not Needed)	0															
05 Asbestos Determination and Coordination (by County)	0						0									
06 Utility Coordination (Julie Request) - (Relocation by County)	10	2			2			2				4				
letothing smod l	44	2	4	7	2		α	2	6		c	22				
Labor Costs Subtotal \$	1	\$ 422.50	\$ 780.00	\$ 494.00	\$ 227.50	49	\$ 1,170.00	95.00				\$ 2,431.00				
		l	ı		ı		ı									
004 Hydraulics and Drainage				から 日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日		を できる は できる ない こうしゅう しゅうしゅう こうしゅう こうしゃ こうしゃ こうしゃ こうしゃ こうしゃ こうしゃ こうしゃ こうし			STATE OF THE PARTY	TO SECURITY OF THE PARTY OF THE	Self of the Self Self			The State of the S		Direct contractions
01 Drainage Area/Flows (StreamStats)/Modify basin	2									2						
02 Prepare Base HECRAS Model (Calibrate with FEMA Map)	22			2					4	16						
03 Analyze Natural and Existing Conditions	18			2					4	12						
04 Analyze Proposed Conditions with Scour Analysis	28			2			4		2	20				Ī		
05 Ditch Hydraulics and Special Ditches	10		7	9		Maria Antonia										
06 Gutters/Outlets (4 Corners)	13		3	10												
Labor Hours Subtotal	63	0	7	22	0	0	4	o	10	50	0	o	a	c	o	c
Labor Costs Subtotal \$ 12,304.50	\$ 12,304.50		\$ 1,365.00	\$ 2,717.00		•	\$ 585.00		\$ 1,462.50	\$ 6,175.00		S		•		
	11.6%															



EXHIBITE

79.7% 0.5% 13.6% 6.2% \$ 84,691.75 \$ 500.00 \$ 14,410.00 \$ 6,600.00 \$ 5,310.09 \$ 111,511.84 Engineering Estimate Sun WHKS Labor Fee (Est) WHKS Direct Cost (Est) Soil Bouroy/ROW plats (Precision Eng)

Est. Construction Cost \$ 547,400.00 (Est'd 46' L x 34'W) % Const w/o contingency 19.4% % Const w contingency 20.4%

3695 S. 6th Street, Suite A Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9458 Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span span sPBFTG (Steel Press-Brake-Formed Tub Girden) open spill-through abutnent bridge with span of approx. 46' and clear width of approx. 44'. No appreciable readway rates. Resurface noadway/auxiliary lanes as needed. Install guardrall as needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from IDOT. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform RoW survey, research and prepare all necessary plats (assume 3) and legal descriptions for land acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

> Contingency Total Engineering Estimate Structure #'s: 090-3090 (Exist) 090-3259 (Prop) Route: Country Club Drive (FAU 6703) Section No.: 23-08126-00-BR

ltem Description	Total Hours	Project Manager	Transportation Transp Eng III Er	Transportation Eng II	portation Transportation ng II	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
005 Roadway Design and Plan Preparation																
***************************************	-		•									43				T
01 Process Survey Data and Create DTM	4- 00	•	7									48				Ī
02 Roadway Design, Roadside Sarety	07	7		0								2 0				T
03 Cover, General Notes, SOQ, Schedules	01		,	+								0				T
04 Typical Sections, Entrance Details	80		2									0 0				T
05 Erosion Control and Drainage Details	80			2								9				
06 Alignment, Ties, Benchmarks, Coordinates	9			2								4				
07 Plan and Profile Sheets	18		2									16				
08 Cross-Sections	18		2	0.51					Section of the sectio			16				
09 Miscellaneous Details	12	2	2									8				
10 Roadway Quantities/Schedules	20		2		9							12				
Labor Hours Subtotal	140	4	12	16	9	0	0	0	0	0	0		0	0	0	0
Labor Costs Subtotal \$ 17,114,50	\$ 17,114,50	\$ 845.00	\$ 2,340.00	\$ 1,976.00	\$ 682.50		- 8	-	- \$	- \$		\$ 11,271.00		. \$	- \$. \$
	16.1%															
006 Bridge Design and Plan Preparation	ADVANCE MEDICAL STREET		The second of the second	The second second	Section of the second	The second second										
on plikage besign and right repairment	Monthly of the second															
Tub Girder Superstructure Design by Others	c															
01 Tub Girder Analysis and Design (by Omers)	> 4															Ī
02 Pier and Pile Design (Single Span)	0															T
03 Abut and Pile Design	34	4				10	20									
									0							
Plan Detailing and Preparation														7		
04 General Plan and Elevation	6	1				6						2				
05 General Notes and Data (SOQ, Bill of Materials, etc.)	9	-				3						2		0 0		
06 Beam Details	14					9	8									
07 Railing Details	4					2	1					1				
08 Abutment Details	22						9					16				
09 Pier Details (Single Span)	0													100		
10 Pile Details	5			2			1					2				
11 Miscellaneous Details	16				2		2					12				
12 Bridge Quantities	12						4	80								
										0						
Labor Hours Subtotal	119	9	0	2	2	24	42	88	0	0	0	35	0	0	0	0
Labor Costs Subtotal \$ 17,212.00	\$ 17,212.00	\$ 1,267,50	·	\$ 247.00	\$ 227.50	\$ 4,680.00	\$ 6,142.50	\$ 780.00		- \$	- \$	\$ 3,867.50	. \$. \$	
	16.2%															
007 Final Plans, Specification and Estimates																
01 Special Provisions	22	9		4		8	4									
02 Estimate of Cost	9	-		-			4			A STATE OF THE STA				And the second second		The second second
02 Estimate of Time	9			1			4									
03 Bid Documents (Local Let - Check Sheets)	11	-		4			9									
04 Pre-Final Plan Revisions (Address IDOT comments)	5	•		2								2				
Labor Hours Subtotal			0	Ш		8		0	0	0	0		_	0	0	0
Labor Costs Subtotal	\$ 8,008.00	\$ 2,112.50		\$ 1,482.00	- 8	\$ 1,560.00	\$ 2,632,50					\$ 221.00		·		
	7.5%															



EXHIBIT E

Structure #'s: 090-3090 (Exist) 090-3259 (Prop) Route: Country Club Drive (FAU 6703)

Section No.: 23-08126-00-BR Client: Tazewell Co

Project Data

Engineering Estimate Summa WHKS Labor Fee (Est)
WHKS Direct Cost (Est)
Survey/ROW Plate (Precision Eng)
Soil Bonings (MET)
Contingency
Total Engineering Estimate

3696 S. 6th Street, Suite A Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9458

Est. Construction Cost \$ 547,400,00 (Est'd 46' L x 34' W) % Const w/o contingency 19,4% % Const w contingency 20,4% 79.7% 0.5% 13.6% 6.2%

84,691.75 500.00 14,410.00 6,600.00 5,310.09 111,511.84

Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span as PSPFIC (Steel Press-Brake-Formed Tub Cirde) open spill-through abutment bridge with span of approx. 46' and clear width of approx. 44'. No appreciable roadway raise. Resurface roadway/auxillary lanes as needed, instali guardrali as needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of propose reports and permits as needed to gain design approval from IDOT. Prepare final plans, special provisions and estimates for a local eliting using TPP funding. Perform ROW survey, research and prepare fall escandary sorses and permit and pressure posts and permits and person for land acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

ltem Procedulation	Total.	Project	Transportation Tran	Fransportation Transportation	ansportation Fno I	Structural	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const	Admin.
008 Miscellaneous/Bidding/Other																
01 Field Check of Project	80			4			4	-0								
02 AASHTOWare Bridge Model/SLRS Form (By Others)	0															
03 Evaluate Bids, Recommend Award (Local Letting)	1	1														
04 Shop Drawing Review (Steel Press-Brake-Formed Tub Girder)	24						24									
05 Phase 3 Involvement (address minor questions)	10	80				2										
Labor Hours Subtotal	43	o	0	4	0	2	28	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal \$ 6,880.25 \$	\$ 6,880.25	1,901.25		\$ 494.00 \$	-	\$ 390.00	\$ 4,095.00		-	- 8		•	-	•		
	8.5%															1
009 QC/QA																のはままれ
					San		d Same and the sam									
01 Hydraulic QC/QA	80	8														
02 Roadway QC/QA	8	8														
03 Bridge QC/QA	9	9				7										
Labor Hours Subtotal	22	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal \$ 4,647.50	\$ 4,647.50	\$ 4,647.50	- &	- \$	- 4	- \$		- 8			- 8	•		- 8		
	4.4%			711000000000000000000000000000000000000			The second secon		The second second			- Designation of the last				
	629	83	29		10	54	100		12		0	171		0	0	0
Total Labor Cost	\$ 84,691.75	5 17,533.75	\$ 84,691.75 \$ 17,533.75 \$ 5,655.00 \$	75	5 1,137.50	\$ 10,530.00	7,410.00 \$ 1,137.50 \$ 10,530.00 \$ 14,625.00 \$		975.00 \$ 1,755.00 \$ 6,175.00			9 16.695.50	•			



Proposal for Surveying Services WHKS - Tazewell County - Country Club Dr Bridge

October 3, 2023 Prepared for:

WHKS

Attn: Craig Fink

Proposed Scope of work:

Site Control: Set control, and provide ties, near Project Bridge for construction purposes. Will return to set baseline control when the baseline has been finalized.

Road Topo:

Full topo of project bridge and features for 300 feet to the Northeast and 300 feet to the Southwest of the project bridge on 50 foot stations, and 100 feet each way of the road.

Hydraulic Topo: Locate, Upstream and Downstream, the 50 to 100 foot cross sections as necessary to gather sufficient information on stream movement to a total of 1000 feet from the Project Bridge; cross sections to include data from Top of Bank to Top of Bank. Provide bridge openings at the Project Bridge, and Adjacent Upstream and Downstream Bridges.

Road and Hydraulic Topo also in accordance with Project Scope as provided by WHKS.

Lump Sum fee for Road and Hydraulic Topo: \$9,500.00

ROW Survey:

Gather enough data to locate existing ROW and plot on Topo drawings. Prepare three Plats for ROW or Temporary Easements as determined by WHKS.

Lump Sum fee for ROW Survey: \$3,600.00

The above lump sum fees include recovery and checking of site control, pulling of data from CAD files, all labor, materials, supplies, travel, travel costs and insurance.

Respectively submitted by:

Kyle Schultze, PLS

Project Manager

Accepted subject to Tazewell County and IDOT approval of WHKS & Co. prime Engineering Services Agreement.

Craig Find, Project Manager

01-24-2024

WHKS & Co.



Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers 1701 W. Market St., Suite B Bloomington, Illinois 61701 309-821-0430 FAX 309-821-1242 www.metgeotech.com

September 20, 2023

Mr. Craig Fink WHKS 3695 6th Street Frontage Road W, Suite A Springfield, IL 62703 cfink@whks.com

Re: Proposal for Geotechnical Services

Country Club Drive over Lick Creek

Tazewell County, Illinois MET Proposal No. B23175

Dear Mr. Fink:

In accordance with your September 20, 2023 email transmittal, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide Geotechnical Services for the captioned project. A description of the project, our proposed scope of services and fee estimate to provide these services follows.

Proposed Project:

We understand that replacement of the bridge which carries Country Club Drive over Lick Creek in Tazewell County, Illinois is planned. The scope of services outlined in this proposal is intended to provide information regarding the subsurface soil and groundwater conditions to allow for design of the foundations of the new structure. The scope of the exploration is based upon construction of a new bridge.

Boring Program:

We propose completing two (2) soil borings, near each end of the existing structure. The depth of the borings will be dependent upon the strength of the subsurface materials encountered in the borings. Criteria established by the Illinois Department of Transportation (IDOT) regarding the boring depths will be followed. Based upon typical subsurface conditions encountered in the area of the bridge, our proposal is based upon drilling each boring to a depth of 60 feet.

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

Proposal for Geotechnical Services Country Club Drive over Lick Creek Tazewell County, Illinois MET Proposal No. B23175 Page 2

Utility clearance for the borings to be made will be obtained by MET beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and on-site personnel. MET will utilize a crew trained in layout procedures to locate the borings in the field and will provide ground surface elevations for the bore holes by level We understand that the average daily traffic is 900 vehicles. Therefore, our proposal assumes that traffic control signs and flaggers will be required when completing the borings.

Laboratory Testing:

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the soil classification system used by IDOT. Laboratory testing will include moisture content determinations and measurements of unconfined compressive strength, by direct or indirect methods, as appropriate.

Report of Data Obtained:

The results of the field measurements, sampling and laboratory testing will be provided on a boring location plan and computer-generated boring logs. We understand that an engineering analysis and preparation of a report with design recommendations will not be included in our scope of services.

Fee Estimate:

MET proposes to perform the soil borings and provide the boring logs as outlined in this proposal on a unit price basis in accordance with the attached Estimate Worksheet. addition, our general conditions for geotechnical services have been included as part of this proposal.

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Sincerely,

Midwest Engineering and Testing, Inc.

Digitally signed by Kelsey R. Mueller Kelsey R. Mueller DN: cn=Kelsey R. Mueller, o, ou=MET, email=kmueller@metgeotech.com, c=US Date: 2023.09.20 15:59:08 -05'00'

Kelsey R. Mueller Ramsey Division Manager

Enclosures: Estimate Worksheet

Location Map **General Conditions** Accepted subject to Tazewell County and IDOT approval of WHKS & Co. prime Engineering Services Agreement.

Craig Fink Name:

Signature: Cair ful

Project Manager, WHKS & Co. Title:

Date: 4505-45-10



Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers 1701 W. Market St., Suite B Bloomington, IL 61701 309-821-0430 FAX 309-821-1242 www.metgeotech.com

Mr. Craig Fink WHKS 3695 6th Street Frontage Road W., Suite A Springfield, IL 62703 cfink@whks.com Proposal for Geotechnical Services Country Club Drive over Lick Creek Tazewell County, Illinois MET Proposal No. B23175 September 20, 2023

ESTIMATE WORKSHEET		Quantity	Unit Fee	<u>Total</u>
Field Exploration Services Mobilization of drilling equipment and personnel Drilling support vehicle Soil drilling with split-spoon sampling from depths of: - 0 to 25 feet -25 to 50 feet -50 to 75 feet Two Traffic Control Flaggers and Signs Subtotal for Field Services:	1 1 50 50 20 1	Lump Sum Days Feet Feet Feet Day	\$300.00 \$125.00 \$15.00 \$18.00 \$21.00 \$2,400.00	\$300.00 \$125.00 \$750.00 \$900.00 \$420.00 \$2,400.00 \$4,895.00
Laboratory Soil Testing Services Dry Density tests Rimac unconfined compressive strength tests Moisture content tests Subtotal for Lab Services:	21 21 36	Tests Tests Tests	\$5.00 \$5.00 \$5.00 _	\$105.00 \$105.00 \$180.00 \$390.00
Engineering Services Project Engineer - Coordination & Boring Logs Principal Engineer - Admin. Subtotal for Engineering Services: TOTAL ESTIMATED FEE:	4	Hours Hour	\$135.00 \$175.00 _	\$540.00 \$175.00 \$715.00 \$6,000.00

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, bridge replacement has become necessary under Section 23-08126-00-BR for the bridge on Country Club Drive (FAU 6703) over Lick Creek (Existing Structure No. 090-3090) necessitating an agreement for engineering services; and

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

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and WHKS & Co.; and

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

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

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

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action as well as submit four certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED THIS 31st DAY OF JANUARY, 2024

ATTEST:

TAZEWELL COUNTY CLERK

EWELL COUNTY/BOARD CHAIRMAN



Local Public Agency Engineering Services Agreement

	Agreement For	7	Agreement Ty	<u>ype</u>		
Using Federal Funds? Yes	NO MFT PE		Original			
	_	LIC AGENCY	<u> </u>			
Local Public Agency	County		Section Number	Job Number		
Tazewell County	Tazev	vell	23-08126-00-BR			
Project Number Contact	Name P	hone Number	Email			
Dan P	arr (309) 925-5532	dparr@tazewell-il	.gov		
	OF OTION 5	POVICIONS				
Local Street/Road Name	Key Route	PROVISIONS	ength Structure	Number		
Country Club Drive	FAU 67		500' 090-309			
Location Termini		<u> </u>][000 00.	Add Location		
Approximately from Indian C	reek Dr. to Pine Valley Dr.			Remove Location		
Project Description						
Replacement of Str. No. 090	-3090 with approach work t	o tie into existin	g roadway			
replacement of our record	ooco marapproduce nome		,			
Engineering Funding	MFT/TBP ☐ S	tate 🛛 Other 🗓	ocal			
_ 						
Anticipated Construction Funding L		Tate \(\D \) Other \(\bullet \)	ocal			
	AGREEN	IENT FOR				
Phase I - Preliminary Engineeri						
Z ,	,,,g <u>2</u> , , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	J				
CONSULTANT						
Prime Consultant (Firm) Name Contact Name Phone Number Email						
WHKS & Co.	Craig Fink	(217) 483-94	l57 cfink@whks.d	com		
Address		City		State Zip Code		
3501 Constitution Drive, Suit	е В	Springfield		IL 62711		
	,			, <u> </u>		
THIS AGREEMENT IS MADE betw	een the above Local Public Agen	cy (LPA) and Consi	ultant (ENGINEER) and	d covers certain		
professional engineering services in State of Illinois under the general se	n connection with the improvement upervision of the State Departmen	nt of Transportation.	hereinafter called the	"DEPARTMENT," will be		
used entirely or in part to finance El	NGINEERING services as describ	ed under AGREEM	MENT PROVISIONS.			
Since the services contemplated ur	nder the AGREEMENT are profes	sional in nature, it is	s understood that the E	NGINEER, acting as an		
individual, partnership, firm or legal	entity, qualifies for professional s	tatus and will be go	verned by professional	ethics in its relationship to		
the LPA and the DEPARTMENT. T AGREEMENT on the basis of its qu	he LPA acknowledges the profess	sional and ethical st etermining its comm	atus of the ENGINEER sensation by mutually s	, by entering into an atisfactory negotiations.		
WHEREVER IN THIS AGREEMEN	T or attached exhibits the following	g terms are used, t	hey shall be interpreted	I to mean:		
Regional Engineer	Deputy Director, Office of Highway	ays Project Implem	entation, Regional Eng	ineer, Department of		
Resident Construction Supervisor	Transportation Authorized representative of the	LPA in immediate o	charge of the engineeri	ng details of the		
In Responsible Charge	construction PROJECT A full time LPA employee author Company or Companies to which	ized to administer in	nherently governmental	PROJECT activities		
Contractor	Company or Companies to Which	i and domain domain	VIII GOL TEGO GIVALGO			

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:
■ EXHIBIT A: Scope of Services
X EXHIBIT B: Project Schedule
EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
\boxtimes EXHIBIT \underline{D} : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)

THE ENGINEER AGREES.

- To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- 2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- 5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- 7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
- 10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

- 1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
- 2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
- 3. To pay the ENGINEER:
 - (a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

- (c) For Non-Federal County Projects (605 ILCS 5/5-409)
 - (1) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:
Percent
Lump Sum
Specific Rate
Cost plus Fixed Fee:
Total Compensation = DL + DC + OH + FF
Where:
DL is the total Direct Labor, DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.
Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit
allowed on the direct labor of the subconsultants.
The state of the District of t

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

5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

- To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 - The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- 3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

- In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
- 5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
- 6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

- 8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.
 - If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
- 9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co.	42-0943938	\$90,501.84

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Precision Engineering Group, Inc.	81-5481872	\$14,410.00
Midwest Engineering and Testing, Inc.	27-0764228	\$6,600.00
	Subconsultant Total	\$21,010.00
	Prime Consultant Total	\$90,501.84
	Total for all work	\$111,511.84

	AGREEMENT	SIGNATURES	
Executed by the LPA:		Patricinan income expenses of the patricinal section of	
	Local Public Agency Type Local F	Public Agency	
Attest:	The County of Tazev	vell County	
By (Signature & Date) Local Public Agency Tazewell County (SEAL)	Local Public Agency Type County Clerk	Title Tazewell County Boar	d Chairman
Executed by the ENGI	NEER: Prime Consultant (Firm) Name WHKS & Co.		
Allest.			
By (Signature & Date)		By (Signature & Date)	
Cory Chamb	Digitally signed by Cory Chamberlain Date: 2023.11.20 14:05:22 -06'00'	f.to.ffl	Digitally signed by Scott D. Sanford Date: 2023.11.20 13:52:38 -06'00'
Title		Title	
Vice-President		Vice-President	
APPROVED:			
Regional Engineer, De	epartment of Transportation (Signature & Date)		

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	WHKS & Co.	Tazewell	23-08126-00-BR

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. Perform detailed surveys as necessary for the preparation of detailed roadway plans.
- b. Perform stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c. Perform soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation (IDOT).
- d. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch.
- e. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- f. Prepare Scour Critical Coding report.
- g. Provide environmental documents in accordance with the procedures adopted by IDOT's Bureau of Local Roads and Streets. These documents are limited to the Environmental Survey Request, Storm Water Pollution Prevention Plan and Asbestos Determination form.
- h. Complete general and detailed plans, special provisions and estimates of cost and furnish the CLIENT with five (5) copies of the plans, special provisions, and estimates. Additional copies of any or all documents, if required, shall be furnished to the CLIENT by WHKS at actual cost for reproduction.
- i. Prepare and furnish the CLIENT with survey and drafts in quadruplicate of all necessary rightofway dedications and construction easements including prints of the corresponding plats as required. For cost estimate assume 3 Plats with Temp Easements.
- j. Coordinate with the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge to collect load rating data and IDOT SLRS form and deliver information to IDOT.
- k. Coordinate and incorporate into the final construction plan documents the superstructure design drawings and details as received from the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge.
- I. Coordinate and assist the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge with the review of shop drawings applicable to the superstructure for general conformance.
- m. Assist the CLIENT in the tabulation and interpretation of the Contractor's proposals.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	WHKS & Co.	Tazewell	23-08126-00-BR

EXHIBIT B PROJECT SCHEDULE

Schedule to be coordinated with client for planned 2026 construction.

Loc	cal Public Agency	Prime Consultant (Firm) Name	County		Sec	tion N	lumber
	zewell County	WHKS & Co.	Tazewe	ell	23-	0812	26-00-BR
		Exhibit C Qualification Based Selection	(QBS) Checklist				.
Und	LPA must complete Exhibit D. If the volet the threshold, QBS requirements do being used, federal small purchase	o not apply. The threshold is adjust guidelines must be followed.	nold in 50 ILCS 5 ed annually. If the	10, QBS requirer value is under th	nents ne thre	must ∋shol	be followed. d with federal
□	Form Not Applicable (engineering ser			44 46 ara raquir	ad ud	100	
	ns 1-13 are required when using feding State funds and the QBS process		opiicable, items	14-16 are requir	eu w	1611	
		• •			No	Yes	
1	Do the written QBS policies and proce and administration) concerning engine			t, management			
2	Do the written QBS policies and proce specifically Section 5-5.06 (e) of the B		utlined in Section	5-5 and			
3	Was the scope of services for this pro	ect clearly defined?					
4	Was public notice given for this project	t?					
5	Do the written QBS policies and proce	dures cover conflicts of interest?			\Box		
6	Do the written QBS policies and procedebarment?	dures use covered methods of veri	fication for suspe	nsion and			
7	Do the written QBS policies and proce	dures discuss the methods of eval	uation?				
		Project Criteria		Weighting			
						_	
8	Do the written QBS policies and proce	dures discuss the method of select	ion?				
Sel	ection committee (titles) for this project				1		
	Top three	consultants ranked for this project i	n order		ĺ		
	1				Ī		
	2				1		
	3						
9	Was an estimated cost of engineering	for this project developed in-house	prior to contract	negotiation?			
10	Were negotiations for this project perfe	ormed in accordance with federal re	equirements.				
11	Were acceptable costs for this project	verified?					
12	Do the written QBS policies and proce the request for reimbursement to IDO	dures cover review and approving F for further review and approval?	for payment, befo	re forwarding			
13	Do the written QBS policies and proce (monitoring, evaluation, closing-out a breaches to a contract, and resolution	contract, records retention, respons	administration of ibility, remedies t	the project o violations or			
14	QBS according to State requirements	used?			\boxtimes		
15	Existing relationship used in lieu of QE	3S process?				\boxtimes	

16 LPA is a home rule community (Exempt from QBS).

Direct Costs Check Sheet

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Prime Consultant Name	PTB Number State Job Number(s)	nber(s)			
WHXS & CO					
		ent Date			
Consultant					
WHKS & Co.		•			
ltem	Ailowable	Utilize w.o. only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum				
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)				
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost				
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval				
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		410	\$0.62	\$254.20
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day				
Vehicle Rental	Actual cost (Up to \$55/day)				
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)				
Toils	Actual cost				
Parking	Actual cost				
Overtime	Premium portion (Submit supporting documentation)	ation)			
Shift Differential	Actual cost (Based on firm's policy)				
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			2 \$40.00	\$80.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		458	3 \$0.10	\$45.80
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			3 \$40.00	\$120.00
Project Specific Insurance	Actual cost				
Monuments (Permanent)	Actual cost				
Photo Processing	Actual cost				
2-Way Radio (Survey or Phase III Only)	Actual cost				
Telephone Usage (Traffic System Monitoring Only)	Actual cost				

Page 1 of 2

Page 2 of 2

Item	able	Utilize w.o. only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)				
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				

				Total Direct Cost	t \$500.00

^{*}If other allowable costs are needed and not listed, please add in the above spaces provided. LEGEND W.O. = Work Order J.S. = Job Specific



EXHIBIT E

Structure #'s: 090-3090 (Exist) 090-3259 (Prop) Route: Country Club Drive (FAU 6703)

Section No.: 23-08126-00-BR

84,691.75 500.00 14,410.00 6,600.00 5,310.09 111,511.84 Engineering Estin WHKS Labor Fee (Est) WHKS Direct Cost (Est) SurveyROW Plats (Precision Eng) Soil Bornings (MET) Contingency Total Engineering Estimate

% of Estimated Construction Cost

3696 S. 6th Street, Suite A Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9468

Est Construction Cost \$ 547,400.00 (Est'd 46' L x 34' W) % Const w/o contingency 19,4% % Const w contingency 20,4%

Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span span SPBFTC (Steel Press-Brake-Formed Tub Girden open spill-through abutnent hidge with span of approx. 46' and clear width of approx. 34'. No appreciable neadway raise. Resurface noadway/auxiliary larnes as needed. Install guardral as needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from IDOT. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform ROW survey, research and prepare all necessary plats (assume 3) and legal descriptions for land acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

										(main	D					
ltem steep	Total	Project	Transportation Tra		nsportation Transportation	Structural	Structural	Structural	Hydraulic	Hydraulic	Hydraulic	Engineering	Engineering	Engineering	Const	
Description	Hours	Manager	Eng III	Eng II	Eng I	Eng III	Eng II	Eng I	Eng III	Eng II	Eng I		Tech II		Observer	Admin.
001 Project Administration		の一般できた。	A CONTRACTOR OF STREET													
01 Project Admin and Management	12	8	2			2		7								
02 Billing/Invoicing (1 hours/invoice x 8 invoices)	8	8														
03 Sub-Consultant Coordination	2	2														
04 Project Kickoff and Closeout	16	80	4			4										
	00	00			Š		,	,		4	•	,	,	<	,	
Labor Hours Subtotal	- 1	- 1		0	0		0	,	0	9		0	>			
Labor Costs Subtotal \$	7,832.50 \$	\$ 5,492.50 \$	\$ 1,170.00			\$ 1,1/0.00										
	7.4%															
002 Reports and Coordination																禁門の山から
01 Structure Type Options w/ Cost Est (No BCRs)	14	2				12										
02 Preliminary Bridge Design and Hydraulic Reports (no TSL)	16	2				2			2			10				
03 Clearinghouse Coordination (not needed)	0															
04 Project Development Report (not needed)	0															
Labor Hours Subtotal	30	4	0	0	0	14	0	0	2	0	0	10	0	0	0	0
Labor Costs Subtotal \$	ľ	\$ 845.00				\$ 2,730.00			\$ 292.50			\$ 1,105.00	. 69			
		l														
003 Permits and Coordination					THE PERSON NAMED IN											The second
01 ESR (Cultural, Biological, Wetlands) - (EcoCAT by County)	18		2				4					12				
02 404 Permit (Joint Application Form)	80						4					4				
03 SWPPP (If Needed)	œ		2	4								2				
04 IDNR Coord (Not Needed)	0															
05 Asbestos Determination and Coordination (by County)	0						0									
06 Utility Coordination (Julie Request) - (Relocation by County)	10	2			2			2				4	8			
Labor Hours Subtotal	44				``	0	80	2	0	0	0	- 1	-	0	0	0
Labor Costs Subtotal 3	\$ 5,720.00	\$ 422.50	00.087 \$ 0	\$ 494.00	\$ 227.50	9	\$ 1,170.00	\$ 195.00				\$ 2,431.00				
	5.4%															
004 Hydraulics and Drainage										Section 1	The state of the second	A SALES OF THE WAY	是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	And the second	SHOW THE SHOW	A CONTRACTOR OF THE PERSON OF
01 Drainage Area/Flows (StreamStats)/Modify basin	2									2						
02 Prepare Base HECRAS Model (Calibrate with FEMA Map)	22			2					4	16						
03 Analyze Natural and Existing Conditions	18			2					4	12						
04 Analyze Proposed Conditions with Scour Analysis	28			2			4		2	20						
05 Ditch Hydraulics and Special Ditches	10	The second second second	4	9												
06 Gutters/Outlets (4 Corners)	13		9	10												
Later Add Control of the Control of	00	c	7	00	c			c	10	50	C	c	c	c	c	0
Labor Hours Subtotal	20000	0	4 000 00	277 00	6	0	4		03 037 1	00 2476 00	0		9	0		,
Labor Costs Subtotal \$ 12,304,50	\$ 12,304.50	·	\$ 1,365.00	n			DOD:00		1,402.00		9	4	•			



EXHIBITE

Structure #'s: 090-3090 (Exist) 090-3259 (Prop)

Section No.: 23-08126-00-BR Client: Tazewell Co

Route: Country Club Drive (FAU 6703)

84,691.75 500.00 14,410.00 6,600.00 5,310.09 111,511.84 Engineering Estimate Summary WHKS Labor Fee (Est)
SurveyROW Plats (Precision Eng)
Soil Borings (MET)
Contingency
Total Engineering Estimate

Est. Construction Cost \$ 547,400.00 (Est'd 46' L x 34' W) % Const wio contingency 19.4% % Const w contingency 20.4%

79.7% 0.5% 13.6% 6.2%

3696 S. 6th Street, Suite A Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9468 Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span span sPBFTG (Steel Press-Brake-Formed Tub Girder) open spill-through abutment bridge with span of approx. 46' and clear width of approx. 34'. No appreciable roadway raise. Resurface roadway/auxiliary laines as needed. Perform field survey, obtain call brings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from ROW survey, research and prepare reports and estimates for a local letting using TBP funding. Perform ROW survey, research and prepare all necessary plats (assume 3) and legal descriptions for land acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

Admin. Const Engineering Tech I Engineering Tech II 102 \$ 11,271.00 \$ 221.00 \$ Engineering Tech III Hydraulic Eng I Hydraulic Eng II Hydraulic Eng III Structural Eng I 2,632,50 6,142.50 Structural Eng II \$ 1,560.00 \$ 227.50 \$ 4,680.00 \$ Structural Eng III 682.50 Transportation Transportation Eng II Eng I 1,976.00 \$ 247.00 4 12 845.00 \$ 2,340.00 \$ Transportation T Eng III 2,112.50 \$ 1,267.50 Labor Hours Subtotal 50
Labor Costs Subtotal \$ 8,008.00 \$ 140 Total 119 2 2 Labor Hours Subtotal Labor Hours Subtotal Labor Costs Subtotal Plan Detailing and Preparation
04 General Plan and Elevation
05 General Notes and Data (SOQ, Bill of Materials, etc.)
06 Beam Details
07 Railing Details
08 Aburment Details
09 Pler Details (Single Span)
10 Pile Details
11 Miscellations Details
12 Bridge Quantities 02 Estimate of Tost
02 Estimate of Trainate of Trainate of Trainate of Trainate of Trainate of Trainate (Local Let - Check Sheets)
04 Pre-Final Plan Revisions (Address IDOT comments) Tub Girder Superstructure Design by Others
Of Tub Grider Analysis and Design (By Others)
O2 Pier and Pie Design (Single Span)
O3 Abut and Pie Design 01 Process Survey Data and Create DTM
02 Roadway Design, Roadstake Safety
03 Cover, General Notes, SOC, Schedules
04 Typical Sections, Enfrance Details
05 Erosino Confort and Drainage Details
06 Algarinent, Ties, Benchmarks, Coordinates
07 Plan and Profile Sheets
09 Miscellaneous Details
10 Roadway Quantities/Schedules Final Plans, Specification and Estimates Item Description Roadway Design and Plan Preparation

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EXHIBIT E

Structure #'s: 090-3090 (Exist) 090-3259 (Prop) Route: Country Club Drive (FAU 6703)

Section No.: 23-08126-00-BR Client: Tazewell Co

\$ 84,691.75 \$ 500.00 \$ 14,410.00 \$ 6,600.00 \$ 5,310.09 \$ 111,511.84 WHKS Labor Fee (Est)
WHKS Direct Cost (Est)
SurveyROW Plate (Precision Eng)
Soil Borings (MET)
Contingency (MET)
Total Engineering Estimate

Est. Construction Cost \$ 547,400.00 (Est'd 46' L x 34' W) % Const w/o contingency 19.4% % Const w contingency 20.4% % of Estimated Construction Cost

79.7% 0.5% 13.6% 6.2%

3696 S. 6th Street, Suite A Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9468 Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span, steel multi-beam on open, spill-through abut on timber piles with a single-approx. 46's steel Press-Brake-Formed Tub Cirden open spill-through abutment bridge with span of approx. 46's and clear width of approx. 34'. No appreciable roadway raise. Resurface roadway/auxiliary lanns as needed, install quantifial as needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and represer reports and permits as needed to gain design approval from IDOT. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

										in the same of the						
ltem Description	Total Hours	Project Manager	Transportation Tra Eng III		nsportation Transportation Eng II Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
008 Miscellaneous/Bidding/Other																
01 Field Check of Project	80			4			4									
02 AASHTOWare Bridge Model/SLRS Form (By Others)	0															
03 Evaluate Bids, Recommend Award (Local Letting)		1														
04 Shop Drawing Review (Steel Press-Brake-Formed Tub Girder)	24						24									
05 Phase 3 Involvement (address minor questions)	10	8				2										
Labor Hours Subtotal	43	0	0	4	0	2	28	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal \$ 6,880.25 \$ 1,901.25	\$ 6,880.25	1,901.25		\$ 494.00		\$ 390.00 \$	\$ 4,095.00					•	- 49			. 49
	6.5%															
009 QC/QA									To state the same						Control of the Control	
01 Hydraulic QC/QA	80	œ														
02 Roadway QC/QA	80	80														
03 Bridge QC/QA	9	9														
												8				
Labor Hours Subtotal	22	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal \$	\$ 4,647.50 \$	\$ 4,647.50		. 8	- 8	- \$			•			- У	•			
	4,4%															
Total Labor Hours	629	83	29	09	10	54	100	10	12	20	0	171	0	0	0	0
Total Labor Cost	\$ 84,691.75	\$ 17,533.75	\$ 84,691.75 \$ 17,533.75 \$ 5,655.00 \$		\$ 1,137.50	\$ 10,530.00	7,410.00 \$ 1,137.50 \$ 10,530.00 \$ 14,625.00 :	\$ 975.00	\$ 1,755.00	975.00 \$ 1,755.00 \$ 6,175.00 \$		\$ 18,895.50	. s	. s		. s



Proposal for Surveying Services WHKS - Tazewell County - Country Club Dr Bridge

October 3, 2023 Prepared for: WHKS

Attn: Craig Fink

Proposed Scope of work:

Site Control: Set control, and provide ties, near Project Bridge for construction purposes. Will return to set baseline control when the baseline has been finalized.

Road Topo:

Full topo of project bridge and features for 300 feet to the Northeast and 300 feet to the Southwest of the project bridge on 50 foot stations, and 100 feet each way of the road.

Hydraulic Topo: Locate, Upstream and Downstream, the 50 to 100 foot cross sections as necessary to gather sufficient information on stream movement to a total of 1000 feet from the Project Bridge; cross sections to include data from Top of Bank to Top of Bank. Provide bridge openings at the Project Bridge, and Adjacent Upstream and Downstream Bridges.

Road and Hydraulic Topo also in accordance with Project Scope as provided by WHKS.

Lump Sum fee for Road and Hydraulic Topo: \$9,500.00

ROW Survey:

Gather enough data to locate existing ROW and plot on Topo drawings. Prepare three Plats for ROW or Temporary Easements as determined by WHKS.

Lump Sum fee for ROW Survey: \$3,600.00

The above lump sum fees include recovery and checking of site control, pulling of data from CAD files, all labor, materials, supplies, travel, travel costs and insurance.

Respectively submitted by:

Project Manager

Accepted subject to Tazewell County and IDOT approval of WHKS & Co. prime Engineering Services Agreement.

Craig Find, Project Manager

Date

WHKS & Co.



Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers 1701 W. Market St., Suite B Bloomington, Illinois 61701 309-821-0430 FAX 309-821-1242 www.metgeotech.com

September 20, 2023

Mr. Craig Fink WHKS 3695 6th Street Frontage Road W, Suite A Springfield, IL 62703 cfink@whks.com

Re: Proposal for Geotechnical Services

Country Club Drive over Lick Creek

Tazewell County, Illinois MET Proposal No. B23175

Dear Mr. Fink:

In accordance with your September 20, 2023 email transmittal, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide Geotechnical Services for the captioned project. A description of the project, our proposed scope of services and fee estimate to provide these services follows.

Proposed Project:

We understand that replacement of the bridge which carries Country Club Drive over Lick Creek in Tazewell County, Illinois is planned. The scope of services outlined in this proposal is intended to provide information regarding the subsurface soil and groundwater conditions to allow for design of the foundations of the new structure. The scope of the exploration is based upon construction of a new bridge.

Boring Program:

We propose completing two (2) soil borings, near each end of the existing structure. The depth of the borings will be dependent upon the strength of the subsurface materials encountered in the borings. Criteria established by the Illinois Department of Transportation (IDOT) regarding the boring depths will be followed. Based upon typical subsurface conditions encountered in the area of the bridge, our proposal is based upon drilling each boring to a depth of 60 feet.

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

Proposal for Geotechnical Services Country Club Drive over Lick Creek Tazewell County, Illinois MET Proposal No. B23175 Page 2

Utility clearance for the borings to be made will be obtained by MET beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and on-site personnel. MET will utilize a crew trained in layout procedures to locate the borings in the field and will provide ground surface elevations for the bore holes by level We understand that the average daily traffic is 900 vehicles. survey methods. Therefore, our proposal assumes that traffic control signs and flaggers will be required when completing the borings.

Laboratory Testing:

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the soil classification system used by IDOT. Laboratory testing will include moisture content determinations and measurements of unconfined compressive strength, by direct or indirect methods, as appropriate.

Report of Data Obtained:

The results of the field measurements, sampling and laboratory testing will be provided on a boring location plan and computer-generated boring logs. We understand that an engineering analysis and preparation of a report with design recommendations will not be included in our scope of services.

Fee Estimate:

MET proposes to perform the soil borings and provide the boring logs as outlined in this proposal on a unit price basis in accordance with the attached Estimate Worksheet. addition, our general conditions for geotechnical services have been included as part of this proposal.

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Sincerely,

Midwest Engineering and Testing, Inc.

Digitally signed by Kelsey R. Mueller Kelsey R. Mueller DN: cn=Kelsey R. Mueller, o, ou=MET, email=kmueller@metgeotech.com, c=US Date: 2023.09.20 15:59:08 -05'00'

Kelsey R. Mueller Ramsey Division Manager

Enclosures: Estimate Worksheet

Location Map **General Conditions** Accepted subject to Tazewell County and IDOT approval of WHKS & Co. prime Engineering Services Agreement.

Craig Fink Name:

Signature: Cain Fuit

Project Manager, WHKS & Co. Title:

Date: 4505-45-10



Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers 1701 W. Market St., Suite B Bloomington, IL 61701 309-821-0430 FAX 309-821-1242 www.metgeotech.com

Mr. Craig Fink
WHKS
3695 6th Street Frontage Road W., Suite A
Springfield, IL 62703
cfink@whks.com

Proposal for Geotechnical Services Country Club Drive over Lick Creek Tazewell County, Illinois MET Proposal No. B23175 September 20, 2023

ESTIMATE WORKSHEET		Quantity	Unit Fee	<u>Total</u>
Field Exploration Services Mobilization of drilling equipment and personnel Drilling support vehicle Soil drilling with split-spoon sampling from depths of: - 0 to 25 feet -25 to 50 feet -50 to 75 feet Two Traffic Control Flaggers and Signs	1 1 50 50 20 1	Lump Sum Days Feet Feet Feet Day	\$300.00 \$125.00 \$15.00 \$18.00 \$21.00 \$2,400.00	\$300.00 \$125.00 \$750.00 \$900.00 \$420.00 \$2,400.00
Subtotal for Field Services: Laboratory Soil Testing Services Dry Density tests Rimac unconfined compressive strength tests Moisture content tests Subtotal for Lab Services:	21 21 36	Tests Tests Tests	\$5.00 \$5.00 \$5.00 _	\$4,895.00 \$105.00 \$105.00 \$180.00 \$390.00
Engineering Services Project Engineer - Coordination & Boring Logs Principal Engineer - Admin. Subtotal for Engineering Services: TOTAL ESTIMATED FEE:	4 1	Hours Hour	\$135.00 \$175.00 _	\$540.00 \$175.00 \$715.00 \$6,000.00

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, bridge replacement has become necessary under Section 23-08126-00-BR for the bridge on Country Club Drive (FAU 6703) over Lick Creek (Existing Structure No. 090-3090) necessitating an agreement for engineering services; and

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

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and WHKS & Co.; and

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

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

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

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action as well as submit four certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED THIS 31st DAY OF JANUARY, 2024

TAZEWELL COUNTY CLERK

ATTEST:

AZEWELL COUNTY BOARD CHAIRMAN



Local Public Agency Engineering Services Agreement

	<u>A</u>	greement For						Agı	reement Tyj	pe	
Using Federal Funds? \[\sigma\]	Yes ⊠ No 🏻	IFT PE							iginal		
osing rederait ands:	🔼 🛌	LOCA	AL PU	 JBLIC	AGENCY			<u> </u>		-	
Local Public Agency			Cour				Secti	on Nu	mber	Jo	b Number
Tazewell County			Taz	ewell			23-0	8126	-00-BR		
Project Number	Contact Name			Phone	e Number		Emai	it		,	
	Dan Parr			(309) 925-553	2	dpar	rr@ta	zewell-il.	gov	
		SEC	TION	I PRO	VISIONS						
Local Street/Road Name		Ke	y Rot	ute		Ler	ngth		Structure N	Number	ŗ
Country Club Drive		FA	\U 6	703		±50	00'		090-3090	0	
Location Termini											Add Location
Approximately from In-	dian Creek Dr.	to Pine Valley	y Dr.								Remove Location
Project Description									.		
Engineering Funding		MFT/TBP		State		Loc	al				
Anticipated Construction Fu	unding 🗌 Federa	al ⊠ MFT/TBP		State	Other	Loc	al				
		AC	REE	EMENT	FOR						
	ngineering 🛛 F	Phase II - Design	Engir	neering	9						
		(CON	SULTA	ANT						
Prime Consultant (Firm) Na	ıme	Contact Name			hone Numl	ber		Email			
WHKS & Co.		Craig Fink			217) 483	-945	57	cfink(@whks.co	om	
Address				City	/					State	Zip Code
3501 Constitution Drive	e, Suite B			Sp	ringfield					IL	62711
THIS AGREEMENT IS MAD	DE between the a	bove Local Public	: Age	ency (L ent of t	PA) and Co he above S	nsult	tant (ENGIN Projec	NEER) and out funding al	covers lotted t	certain o the LPA by the

State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an

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

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

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

Transportation

Resident Construction Supervisor
Authorized representative of the LPA in immediate charge of the engineering details of the

construction PROJECT

In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following Exhibits are attached hereto and made a part of hereof this AGREEMENT:
⊠ EXHIBIT B: Project Schedule
EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
\boxtimes EXHIBIT \underline{D} : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)

THE ENGINEER AGREES.

- 1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- 2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- 5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- 7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
- 10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES.

- 1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
- 2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
- 3. To pay the ENGINEER:
 - (a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

- (c) For Non-Federal County Projects (605 ILCS 5/5-409)
 - (1) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:
Percent
☐ Lump Sum
Cost plus Fixed Fee:
Total Compensation = DL + DC + OH + FF Where: DL is the total Direct Labor, DC is the total Direct Cost, OH is the firm's overhead rate applied to their DL and FF is the Fixed Fee. Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profi
The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

- To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 - The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- 3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

- 4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
- 5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
- 6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT.
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

- 8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.
 - If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
- 9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

(2) The grantee's or contractor's policy to maintain a drug free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon an employee for drug violations.

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co.	42-0943938	\$90,501.84

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Precision Engineering Group, Inc.	81-5481872	\$14 ,410.00
Midwest Engineering and Testing, Inc.	27-0764228	\$6,600.00
	Subconsultant Total	\$21,010.00
	Prime Consultant Total	\$90,501.84
	Total for all work	\$111,511.84

AGREEMENT S	SIGNATURES
Executed by the LPA:	
Local Public Agency Type Local Pu	ublic Agency
Attest: The County of Tazewe	ell County
	By (Signature %/ Vate)
By (Signature & Date)	Mal 2/2/24
Local Public Agency Local Public Agency Type	Title / /
Tazewell County County Clerk	/ Tazewell County Board Chairman
(SEAL)	
Executed by the ENGINEER: Prime Consultant (Firm) Name WHKS & Co.	
By (Signature & Date)	By (Signature & Date)
Cory Chamberlain Chamberlain Date: 2023.11.20 14:05:22 -06'00'	Digitally signed by Scott D. Sanford Date: 2023.11.20 13:52:38 -06'00'
Title	Title
Vice-President	Vice-President
APPROVED: Regional Engineer, Department of Transportation (Signature & Date)	

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
	WHKS & Co.	Tazewell	23-08126-00-BR
Tazeweļl County		Tazewell	20 00 120 00

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. Perform detailed surveys as necessary for the preparation of detailed roadway plans.
- b. Perform stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c. Perform soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation (IDOT).
- d. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch.
- e. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- f. Prepare Scour Critical Coding report.
- g. Provide environmental documents in accordance with the procedures adopted by IDOT's Bureau of Local Roads and Streets. These documents are limited to the Environmental Survey Request, Storm Water Pollution Prevention Plan and Asbestos Determination form.
- h. Complete general and detailed plans, special provisions and estimates of cost and furnish the CLIENT with five (5) copies of the plans, special provisions, and estimates. Additional copies of any or all documents, if required, shall be furnished to the CLIENT by WHKS at actual cost for reproduction.
- i. Prepare and furnish the CLIENT with survey and drafts in quadruplicate of all necessary rightofway dedications and construction easements including prints of the corresponding plats as required. For cost estimate assume 3 Plats with Temp Easements.
- j. Coordinate with the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge to collect load rating data and IDOT SLRS form and deliver information to IDOT.
- k. Coordinate and incorporate into the final construction plan documents the superstructure design drawings and details as received from the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge.
- I. Coordinate and assist the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge with the review of shop drawings applicable to the superstructure for general conformance.
- m. Assist the CLIENT in the tabulation and interpretation of the Contractor's proposals.

Tazewell County	Prime Consultant (Firm) Name WHKS & Co.	Tazewell	23-08126-00-BR
	EXHIBIT B PROJECT SCHEDU	LE	

Schedule to be coordinated with client for planned 2026 construction.

					04	: a a NI:	ımhar
Loc	al Public Agency	Prime Consultant (Firm) Name	County			_	umber
Taz	zewell County	WHKS & Co.	Tazewe	<u> </u>	23-0	J812	6-00-BR
		Exhibit C Qualification Based Selection (0. OBC requirem	onte	muet	he followed
Und fund	LPA must complete Exhibit D. If the v er the threshold, QBS requirements d is being used, federal small purchase Form Not Applicable (engineering ser	o not apply. The threshold is adjusted guidelines must be followed. vices less than the threshold)	d annually. If the	value is under th	ie une	5511010	with federal
ltem usir	ns 1-13 are required when using fed ng State funds and the QBS process	eral funds and QBS process is ap is is applicable.	plicable. Items 1	4-16 are require	ed wh		
1	Do the written QBS policies and proce and administration) concerning engine	edures discuss the initial administrati eering and design related consultant	on (procurement, services?	, management			
2	Do the written QBS policies and proce specifically Section 5-5.06 (e) of the E	edures follow the requirements as ou BLRS Manual?	tlined in Section	5-5 and			
3	Was the scope of services for this pro	ject clearly defined?			븯	빒	
	Was public notice given for this project				부	님	
5	Do the written QBS policies and proce	edures cover conflicts of interest?			╁╚┸	ļЩ	
6	Do the written QBS policies and procedebarment?	edures use covered methods of verif	ication for susper	nsion and			
7	Do the written QBS policies and proce	edures discuss the methods of evalu	ation?		ഥ		
		Project Criteria		Weighting			
8	Do the written QBS policies and proc	edures discuss the method of selecti	on?				
	ection committee (titles) for this projec				7		
L	Top three	consultants ranked for this project in	order]		
	11]		
	2						
	3				1	. —	
9	Was an estimated cost of engineering	for this project developed in-house	prior to contract	negotiation?	10		
10	Were negotiations for this project per	formed in accordance with federal re	quirements.		10		
11	Were acceptable costs for this project				ᆚ		
12	Do the written QBS policies and proc the request for reimbursement to IDC	edures cover review and approving f T for further review and approval?	or payment, befo	re forwarding			
13	Do the written QBS policies and proc (monitoring, evaluation, closing-out a breaches to a contract, and resolution	contract, records retention, responsi	administration of ibility, remedies t	the project o violations or			

14 QBS according to State requirements used?
15 Existing relationship used in lieu of QBS process?
16 LPA is a home rule community (Exempt from QBS).

Completed 11/22/23

Direct Costs Check Sheet

Exhibit D

Prime Consultant Name	PTB Number State Job Number(s)	oer(s)			
NHKS & Co.	AN				
	☐ Prime ☐ Supplement	nt Date			
Sonsultant					
WHKS & Co.					
ltem	Allowable	Utilize w.o. only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum				
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)				
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost		: -		
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval				
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		410	\$0.62	\$254.20
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day				
Vehicle Rental	Actual cost (Up to \$55/day)				
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)				
Tolls	Actual cost				
Parking	Actual cost				
Overtime	Premium portion (Submit supporting documentation)	looi)			
Shift Differential	Actual cost (Based on firm's policy)				
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		2	\$40.00	\$80.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		458	\$0.10	\$45.80
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)		3	\$40.00	\$120.00
Project Specific Insurance	Actual cost				
Monuments (Permanent)	Actual cost				
Photo Processing	Actual cost				
2-Way Radio (Survey or Phase III Only)	Actual cost				
Telephone Usage (Traffic System Monitoring Only)	Actual cost				
		Ī			

BDE 436 (Rev. 02/02/23) File Code: 06.014.0101

																					\$500.00
Total																					<u></u>
Contract Rate																					Total Direct Cost
Quantity J.S. Only																					-
Utilize w.o. only																					
Allowable	Actual cost (Max \$15/hour)	Actual cost (Submit supporting documentation)	Actual cost	Actual cost	Actual cost	Actual cost (Requires 2-3 quotes with IDOT approval)	Actual cost (Requires 2-3 quotes with IDOT approval)	Actual cost (Requires 2-3 quotes with IDOT approval)	Actual cost (Requires 2-3 quotes with IDOT approval)	Actual cost (Provide breakdown of costs to the Department for approval)	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)						and the second s			
Item	CADD	Website	Advertisements	Public Meeting Facility Rental	Public Meeting Exhibits/Renderings & Equipment	Recording Fees	Transcriptions (specific to project)	Courthouse Fees	Storm Sewer Cleaning and Televising	Traffic Control and Protection	Aerial Photography and Mapping	Utility Exploratory Trenching	Testing of Soil Samples*	Lab Services*	Equipment and/or Specialized Equipment Rental*						

^{*}If other allowable costs are needed and not listed, please add in the above spaces provided. LEGEND W.O. = Work Order J.S. = Job Specific

Page 2 of 2

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EXHIBIT E

Engineering Estimate Summa WHKS Labor Fee (Est) WHKS Direct Cost (Est) SurveyROW Plate (Precision Eng) Soil Borings (MET) Confingency Total Engineering Estimate

\$ 84,691,75 \$ 500,00 \$ 14,410,00 \$ 6,600,00 \$ 5,310,09 \$ 111,511.84

% of Estimated Construction Cost 79.7% 0.5% 13.6% 6.2%

Est. Construction Cost \$ 547,400.00 (Est'd 46' L x 34' W) % Const w/o contingency 19.4% % Const w contingency 20.4%

3896 S. 6th Street, Suite A Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9458

Structure #'s: 090-3090 (Exist) 090-3259 (Prop) Route: Country Club Drive (FAU 6703)

Section No.: 23-08126-00-BR Client: Tazewell Co

Scope: Remove and replace single-span, steel muli-beam on open, spill-through abut on timber piles with a single-span span sPEPTG (Steel Press-Zerke-Formed Tub Circles) open spill-through abutinent bridge with span of approx. 46' and clear width of approx. 34'. No appreciable roadway raise. Resurface roadway/auxiliary lance as needed. I perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from IDOT. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform Rovy survey, research and prepare all necessary plats (assume 3) and legal descriptions for land acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

										dilidally 2020 L	Suma louis					
ltem	Total	Project	Transportation Tra		nsportation Transportation	Structural	Structural	Structural	Hydraulic	Hydraulic	Hydraulic	Engineering	Engineering	Engineering	Const	がなくる
De	Hours	Manager	Eng III	Eng II	Eng 1	Eng III	Eng II	Eng I	Eng III	Eng II	Eng I	Tech III	Tech II		Observer	Admin.
001 Project Administration					The second second		The Same of the									
01 Project Admin and Management	12	8	2			2										
02 Billing/Invoicing (1 hours/invoice x 8 invoices)	8	8														
03 Sub-Consultant Coordination	2	2														
04 Project Kickoff and Closeout	16	8	4			4										
		00		,	•	ď	c	c	c		c	•	c	c	c	c
Labor Hours Subtotal	- 1	- 1		0	0	- 1			>	1	0	9		,	,	
Labor Costs Subtotal \$	- 1	5,492.50 \$	\$ 1,170.00 \$			\$ 1,1/0.00	•								9	
	7.4%															
002 Reports and Coordination												Application of the second	防护技术不够看	STATE STATE OF	The state of the s	TO SEE SEE
					STATE OF STREET											
01 Structure Type Options w/ Cost Est (No BCRs)	14	2				12										
02 Preliminary Bridge Design and Hydraulic Reports (no TSL)	16	2				2			2			10				
03 Clearinghouse Coordination (not needed)	0															
04 Project Development Report (not needed)	0															
Labor Hours Subtotal	30	4	0	0	0	14	0	0	2	0	0	- 1	0	0	0	0
Labor Costs Subtotal \$	4,972.50 \$	845.00	•	•		\$ 2,730.00		- \$	\$ 292.50			\$ 1,105.00	•			-
	4.7%															
003 Permits and Coordination											A CONTRACTOR OF STREET					
01 ESR (Cultural, Biological, Wetlands) - (EcoCAT by County)	18	5	2				4					12				
02 404 Permit (Joint Application Form)	80						4					4				
03 SWPPP (If Needed)	8		2	4								2				
04 IDNR Coord (Not Needed)	0															
05 Asbestos Determination and Coordination (by County)	0						0									
06 Utility Coordination (Julie Request) - (Relocation by County)	10	2	100000000000000000000000000000000000000		2			2				4				
					,		0	,		c	c	00			0	
Labor Hours Subjoiral	44	7	4 700 00	100 000	+		4 4 70 00			,	,	\$ 2434 00				
Capor Costs Subtotal	5,720.00	422.30	00.007	9	9	9	ı	9	•	•		1	l			
	0.4%				Section Section Section 1	A CONTRACTOR OF THE PERSON NAMED IN	No. AND COLOR OF THE PARTY OF T	ANALYSIS CONTRACTOR	A CONTRACTOR OF THE PARTY OF TH	STATE OF THE PROPERTY OF THE PARTY OF THE PA	AND STREET, ST	der Victoria (Documenta)	Salar September 1975	COMMITTED TO SERVICE STATE OF THE PARTY OF T		The Part of the Pa
004 Hydraulics and Drainage																Total Comment
Of Designate Associations (Steam State) Modify basis	0									2						
Of Drawing Page UECDAS Model (Colliscote with EEMA Moo)	22			6					7	16						
O3 Applies Natural and Existing Conditions	18			2					4	12						
04 Analyze Proposed Conditions with Scour Analysis	28			2			4		2	20						
05 Ditch Hydraulics and Special Ditches	10		4	9												
06 Gutters/Outlets (4 Comers)	13		3	10							100000					
						١	,	•								
Labor Hours Subtotal	93	0		27	0	0	4	0	I,	5 6 475 AA	0	9	9			9
Labor Costs Subtotal \$ 12,304.50	12,304.50		00.505,1	A	•		2000.000	•	DC.20+'I &	9	9	•	•	•		•
	** 50															-

whks	engineers + planners + land surveyors
	1

	Engineering Estimate Summary			% of Estimated Construction Cost	onstruction Cost	3695 S. 6th Street, Suite A
EXHIBITE	WHKS Labor Fee (Est)	\$ 84,691.75	79.7%			Springfield, IL 62793
า	WHKS Direct Cost (Est)	\$ 500.00	0.5%	Est. Construction Cost \$	Est. Construction Cost \$ 547,400.00 (Est'd 46' L x 34' W)	Phone: (217) 483-WHKS
	Survey/ROW Plats (Precision Eng)	\$ 14,410.00	13.6%	% Const w/o contingency	19,4%	Fax: (217) 483-9458
veyors	Soil Borings (MET)	\$ 6,600.00	6.2%	% Const w contingency	20.4%	
	Contingency 5%	\$ 5,310.09				
	Total Engineering Estimate	\$ 111,511.84				
Project Data				Scope: Remove and repl	Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-	abut on timber piles with a single-
Client: Tazewell Co				span SPBFTG (\$	span SPBFTG (Steel Press-Brake-Formed Tub Girder) open spill-through abutment bridge with span of	h abutment bridge with span of
Route: Country Club Drive (FAU 6703)	ive (FAU 6703)			approx. 46' and c	approx. 46' and clear width of approx. 34'. No appreciable roadway raise. Resurface roadway/auxiliary lanes as needed. Install quantizal as needed. Perform field sunes only before conduct business.	n Resurface roadway/auxiliary
Section No.: 23-08126-00-BR				analysis of propo	analysis of proposed structure and prepare reports and permits as needed to gain design approval from	d to gain design approval from
Structure #'s: 090-3090 (Exist) 090-3259 (Prop)	090-3259 (Prop.)			IDOT. Prepare f. ROW survey, res acquisition. Assit	IDOT. Prepare final plans: special provisions and estimates for a local fetting using TBP funding. Perform ROW survey, research and prepare all necessary plats (assume 3) and legal descriptions for land acquisition, Assist the County with minor bidding and construction ouestions as necessary. Plan for	etting using TBP funding. Perform egal descriptions for land lons as necessary. Plan for
				January 2026 Local letting.	cal letting.	
Total	Project Transportation Transportation Structural	Structural	Structural	Hydraulic Hydraulic	Hydraulic Engineering Engineering Const	kring Const

									900	,						
Item Description	Total Hours	Project Manager	Transportation Transport	ransportation Eng	nsportation Transportation Eng II Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Fng I	Engineering Tech III	Engineering 1	Engineering Tech I	Const	Admin
005 Roadway Design and Plan Preparation											,					
01 Process Survey Data and Create DTM	14		2									12				
02 Roadway Design, Roadside Safety	26	2		8								16				
03 Cover, General Notes, SOQ, Schedules	10			4								9				
04 Typical Sections, Entrance Details	8		2									9				
05 Erosion Control and Drainage Details	8			2								9				
06 Alignment, Ties, Benchmarks, Coordinates	9			2								4				
07 Plan and Profile Sheets	18		2									45				I
08 Cross-Sections	18											2 4				T
09 Miscellaneous Details	12	2										2 α				T
10 Roadway Quantities/Schedules	20		10		u							0 5				I
Solution of Continues of Contin	2		7		0							71			1	
Labor Hours Subtotal	140	4	12	16	9	0	0	0	0	0	0	102	c	c	0	c
Labor Costs Subtotal \$	17,114,50	\$ 845.00	\$ 2,340.00	\$ 1,976.00	\$ 682.50							\$ 11.271.00			ı	
	16.1%				l											T
AAR Bridge Design and Plan Preparation	Santa Carlo	動力とは対象	Description of the Control of the Co	STATISTICS OF STREET		SECTION OF SECTION	SAME WAS A STREET	Section Committee Contraction	Committee of the Committee of	Control of the Property Control	Annual Print Conductor Control		A STATE OF THE PERSON NAMED IN			
Tub Girdor Superctanding Decide by Others		STATE OF THE STATE	Anthropological Company	Control of the Contro	Applicability of the party of t	Second Section of the second										
Tab Cities Superstructure Design by Others																
or Tub Grider Analysis and Design (by Others)	0															
02 Pier and Pile Design (Single Span)	0															
03 Abut and Pile Design	34	4				10	20									
	3-3				28 - 18 CO CO CO											
Plan Detailing and Preparation	1000		N. 140 C. S.													
04 General Plan and Elevation	9	1				က						2				Ī
05 General Notes and Data (SOQ, Bill of Materials, etc.)	9	1				8						2				
06 Beam Details	14					9	80									Ī
07 Railing Details	4					2	-					,				
08 Abutment Details	22						9					16				T
09 Pier Details (Single Span)	0															T
10 Pile Details	2			2								6	l			I
11 Miscellaneous Details	16				2		2					12				
12 Bridge Quantities	12						4	80								
Labor Hours Subtotal	119		0	2	2	24	42	8	0	0	0	35	0	0	0	c
Labor Costs Subtotal \$ 17,212.00 \$	17,212.00	1,267.50	•	\$ 247.00	\$ 227.50	\$ 4,680.00 \$	6,142.50	\$ 780.00 \$				\$ 3,867.50			1	L
	16.2%															
007 Final Plans, Specification and Estimates															等 一次 一种工作	
														ŀ	l	
01 Special Provisions	22	9		4		8	4									
02 Estimate of Cost	9	1		1			4									
02 Estimate of Time	9	-		1			4									
03 Bid Documents (Local Let - Check Sheets)	11	1		4			9								l	
04 Pre-Final Plan Revisions (Address IDOT comments)	5	-		2								2				
Labor Hours Subtotal	- 1	- 1		12	0	80	18	0	0	0	0	2	0	0	0	0
Labor Costs Subtotal \$	- 1	5 2,112.50		\$ 1,482.00		\$ 1,560.00				-		\$ 221.00	- \$		\$ - \$	
	7.5%															



EXHIBIT E

WHKS Labor Fee (Est)
WHKS Direct Cost (Est)
Survey/ROW Plats (Precision Eng)
Soil Borings (MET)

Structure #'s: 090-3090 (Exist) 090-3259 (Prop) Route: Country Club Drive (FAU 6703)

Section No.: 23-08126-00-BR

Project Data

% of Estimated Construction Cost

Est. Construction Cost \$ 547,400.00 (Est'd 46' L x 34' W) % Const w/o contingency 19.4% 20.4%

3696 S. 6th Street, Suite A Springfield, IL 62703 Phone: (217) 483-WHKS Fax: (217) 483-9468

84,691.75 500.00 14,410.00 6,600.00 5,310.09 8,111,511.84

Scope: Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span sPBFTG (Steel Press-Brake-Formed Tub Girden) open spill-through abutment bridge with sand oppox. 46' and clear width of approx. 44'. No appreciable roadway raise. Resurface roadway/auxiliary lanes as needed. Install guardrall as needed. Perform field survey, obtain soil brings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from IDOT. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform ROW survey, reaserch and prepare all necessary plats (assume 3) and legal descriptions for land acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

											,					
Item Description	Total Hours	Project Manager	Transportation Tran Eng III	Transportation T Eng II	nsportation Transportation Eng II Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const	Admin.
008 Miscellaneous/Bidding/Other																
01 Field Check of Project	80			4			4									
02 AASHTOWare Bridge Model/SLRS Form (By Others)	0															T
03 Evaluate Bids, Recommend Award (Local Letting)	-									3						Ī
04 Shop Drawing Review (Steel Press-Brake-Formed Tub Girder)	24						24									Ī
05 Phase 3 Involvement (address minor questions)	10	8				2										T
Labor Hours Subtotal	43	o	0	4	0	2	28	0	0	0	0	0	0	0	0	c
Labor Costs Subtotal \$ 6,880.25 \$	\$ 6,880.25	1,901.25		\$ 494.00		\$ 390.00	\$ 4,095.00					49	69			
	6.5%															
009 QC/QA														the second second	THE REAL PROPERTY.	神経 とうかい マル
												L				
01 Hydraulic QC/QA	8	8														T
02 Roadway QC/QA	80	8													Ī	
03 Bridge QC/QA	9	9														T
Labor Hours Subtotal	22	22	0	0	0	0	0	0	0	0	0	0	0	0	0	c
Labor Costs Subtotal \$	4,647.50	\$ 4,647.50	•						•			5				
	4,4%															T
Total Labor Hours	625	83	29	09	10	54	100	10	12	90	0	171	0	0	0	0
Total Labor Cost	\$ 84,691.75 \$ 17,533.75 \$ 5,655.00 \$	17,533.75	\$ 5,655.00	585	\$ 1,137.50	\$ 10,530.00	7,410.00 \$ 1,137.50 \$ 10,530.00 \$ 14,625.00 \$		975.00 \$ 1,755.00 \$ 6,175.00	\$ 6,175.00	s .	\$ 18,895.50				



Proposal for Surveying Services WHKS - Tazewell County - Country Club Dr Bridge

October 3, 2023 Prepared for:

WHKS

Attn: Craig Fink

Proposed Scope of work:

Site Control: Set control, and provide ties, near Project Bridge for construction purposes. Will return to set baseline control when the baseline has been finalized.

Road Topo:

Full topo of project bridge and features for 300 feet to the Northeast and 300 feet to the Southwest of the project bridge on 50 foot stations, and 100 feet each way of the road.

Hydraulic Topo: Locate, Upstream and Downstream, the 50 to 100 foot cross sections as necessary to gather sufficient information on stream movement to a total of 1000 feet from the Project Bridge; cross sections to include data from Top of Bank to Top of Bank. Provide bridge openings at the Project Bridge, and Adjacent Upstream and Downstream Bridges.

Road and Hydraulic Topo also in accordance with Project Scope as provided by WHKS.

Lump Sum fee for Road and Hydraulic Topo: \$9,500.00

ROW Survey:

Gather enough data to locate existing ROW and plot on Topo drawings. Prepare three Plats for ROW or Temporary Easements as determined by WHKS.

Lump Sum fee for ROW Survey: \$3,600.00

The above lump sum fees include recovery and checking of site control, pulling of data from CAD files, all labor, materials, supplies, travel, travel costs and insurance.

Respectively submitted by:

Kyle Schultze, PLS

Project Manager

Accepted subject to Tazewell County and IDOT approval of WHKS & Co. prime Engineering Services Agreement.

Craig Fink, Project Manager

WHKS & Co.

01-24-2024

Date



Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers 1701 W. Market St., Suite B Bloomington, Illinois 61701 309-821-0430 FAX 309-821-1242 www.metgeotech.com

September 20, 2023

Mr. Craig Fink WHKS 3695 6th Street Frontage Road W, Suite A Springfield, IL 62703 cfink@whks.com

Re: Proposal for Geotechnical Services

Country Club Drive over Lick Creek

Tazewell County, Illinois MET Proposal No. B23175

Dear Mr. Fink:

In accordance with your September 20, 2023 email transmittal, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide Geotechnical Services for the captioned project. A description of the project, our proposed scope of services and fee estimate to provide these services follows.

Proposed Project:

We understand that replacement of the bridge which carries Country Club Drive over Lick Creek in Tazewell County, Illinois is planned. The scope of services outlined in this proposal is intended to provide information regarding the subsurface soil and groundwater conditions to allow for design of the foundations of the new structure. The scope of the exploration is based upon construction of a new bridge.

Boring Program:

We propose completing two (2) soil borings, near each end of the existing structure. The depth of the borings will be dependent upon the strength of the subsurface materials encountered in the borings. Criteria established by the Illinois Department of Transportation (IDOT) regarding the boring depths will be followed. Based upon typical subsurface conditions encountered in the area of the bridge, our proposal is based upon drilling each boring to a depth of 60 feet.

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

Proposal for Geotechnical Services Country Club Drive over Lick Creek Tazewell County, Illinois MET Proposal No. B23175 Page 2

Utility clearance for the borings to be made will be obtained by MET beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and on-site personnel. MET will utilize a crew trained in layout procedures to locate the borings in the field and will provide ground surface elevations for the bore holes by level survey methods. We understand that the average daily traffic is 900 vehicles. Therefore, our proposal assumes that traffic control signs and flaggers will be required when completing the borings.

Laboratory Testing:

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the soil classification system used by IDOT. Laboratory testing will include moisture content determinations and measurements of unconfined compressive strength, by direct or indirect methods, as appropriate.

Report of Data Obtained:

The results of the field measurements, sampling and laboratory testing will be provided on a boring location plan and computer-generated boring logs. We understand that an engineering analysis and preparation of a report with design recommendations will not be included in our scope of services.

Fee Estimate:

MET proposes to perform the soil borings and provide the boring logs as outlined in this proposal on a unit price basis in accordance with the attached Estimate Worksheet. addition, our general conditions for geotechnical services have been included as part of this proposal.

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Sincerely,

Midwest Engineering and Testing, Inc.

Digitally signed by Kelsey R. Mueller Kelsey R. Mueller DN: cn=Kelsey R. Mueller, o, ou=MET, email=kmueller@metgeotech.com, c=US Date: 2023.09.20 15:59:08 -05'00'

Kelsey R. Mueller Ramsey Division Manager

Enclosures: Estimate Worksheet

Location Map **General Conditions** Accepted subject to Tazewell County and IDOT approval of WHKS & Co. prime Engineering Services Agreement.

Craig Fink Name: Signature: Cain Trut Project Manager, WHKS & Co. Title:

4505-45-10 Date:



Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers 1701 W. Market St., Suite B Bloomington, IL 61701 309-821-0430 FAX 309-821-1242 www.metgeotech.com

Mr. Craig Fink
WHKS
3695 6th Street Frontage Road W., Suite A
Springfield, IL 62703
cfink@whks.com

Proposal for Geotechnical Services Country Club Drive over Lick Creek Tazewell County, Illinois MET Proposal No. B23175 September 20, 2023

ESTIMATE WORKSHEET		Quantity	Unit Fee	<u>Total</u>
Field Exploration Services				
Mobilization of drilling equipment and personnel	1	Lump Sum	\$300.00	\$300.00
Drilling support vehicle	1	Days	\$125.00	\$125.00
Soil drilling with split-spoon sampling from depths of:				
- 0 to 25 feet	50	Feet	\$15.00	\$750.00
-25 to 50 feet	50	Feet	\$18.00	\$900.00
-50 to 75 feet	20	Feet	\$21.00	\$420.00
Two Traffic Control Flaggers and Signs	1	Day	\$2,400.00 _	\$2,400.00
Subtotal for Field Services:				\$4,895.00
Laboratory Sail Tacting Sanjeas				
Laboratory Soil Testing Services Dry Density tests	21	Tests	\$5.00	\$105.00
Rimac unconfined compressive strength tests	21	Tests	\$5.00 \$5.00	\$105.00
Moisture content tests	36	Tests	\$5.00	\$180.00
Subtotal for Lab Services:	00	1000	<u> </u>	\$390.00
Engineering Services				
Project Engineer - Coordination & Boring Logs	4	Hours	\$135.00	\$540.00
Principal Engineer - Admin.	1	Hour	\$175.00 _	\$175.00
Subtotal for Engineering Services:				\$715.00
TOTAL ESTIMATED FEE:			=	\$6,000.00

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 Medical Office Space Lease with Proctor Health Systems for the Broadway building was approved by the board on November 15, 2023 with a commencement date of January 1, 2024; and

WHEREAS, Proctor Health Systems does not anticipate using the space during fiscal year 2024; and

WHEREAS, Proctor Health Systems has requested that the contract be amended to change the commencement date to the sooner of January 1, 2025 or the month that occupancy occurs, with occupancy including, but not limited to, performing any construction renovations; and

WHEREAS, the lease term would remain five (5) years as of the revised commencement date with the tenant having the option for three (3) extensions of five (5) year terms.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorizes the Board Chairman to sign an agreement executing this recommendation.

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



January 18, 2024

Mr. Mike Deluhery County Administrator Tazewell County 11 South 4th Street Suite Pekin, IL 61554

Dear Mike:

Thank you for your time on Tuesday, January 16th to revisit the Carle Health request to defer the lease commencement date for space in the building at 1800 Broadway Street in Pekin.

On its terms, the lease did commence on January 1, 2024, which was the agreed start date during the purchase/sale negotiations that began in May 2023. During the summer of 2023, it was our intent to renovate the 2,400 square feet leased from Tazewell County to open a clinic to serve the Pekin Area. Since that time and following the closing of the property in August 2023, Carle Health has had to re-evaluate the start date of a significant number of capital projects. In fact, financial restrictions have not only delayed capital projects in the Peoria Region, but throughout the Carle Health system. Please be assured, a clinic alongside the Tazewell County Health Department at the 1800 Broadway Street building remains a priority within our strategic plan. But because we wish to avoid paying rent for space we will not likely be able remodel and furnish until next year, we seek to defer the commencement of this lease until January 1, 2025.

Enclosed please find a proposed First Amendment to the Medical Office Lease we negotiated over several months and executed on December 18, 2023. This proposed draft amendment seeks only to defer the commencement date – no other changes to the original lease are requested. Therefore, the initial term will remain a 5-year term as will any subsequent renewal option terms. Furthermore, the proposed amendment also allows the option of a commencement date prior to January 1, 2025, if it were to happen that Carle Health would be able to allocate the needed capital before the January 1, 2025 commencement date.

Once again, we thank you for your offer to revisit our request and we are excited about the opportunity to partner with Tazewell County to provide a variety of healthcare services across the community. We welcome the opportunity to answer any questions or discuss any concerns you or the Tazewell County Board might have as you consider this request. During business hours I can be reached at 309-672-3196, my cellular phone is 309-370-1301 and my email address is michael.joseph@carle.com.

Sincerely:

Michael Joseph

Property Manager, Carle Health

FIRST AMENDMENT TO MEDICAL OFFICE LEASE

This First Amendment to the Medical Office Lease (the "Amendment") is by and between County of Tazewell, State of Illinois ("Landlord") and Proctor Health Systems, an Illinois not-for-profit corporation ("Tenant"), and is effective as of the date of the last signature below (the "Effective Date").

Recitals

WHEREAS, Landlord and Tenant entered into a Medical Office Lease (the "Lease") for space in the building known as 1800 Broadway St. Pekin, Illinois which was effective on January 1, 2024;

WHEREAS, due to temporary capital financing restrictions, Tenant desires to commence the lease on January 1, 2025, or sooner if appropriate financing for remodeling the leased space can be obtained; and

WHEREAS, Landlord and Tenant wish to amend the Lease by changing the commencement date and both parties are willing to so amend the Lease.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- 1. This Amendment and the Lease shall for all purposes be deemed to be one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, this Amendment shall control. Except as expressly defined herein, all words and phrases defined in the Lease shall have the same meaning in this Amendment as was ascribed to the words and phrases in the Lease.
- 2. Section 1(d) of the Lease regarding the Commencement Date shall be amended to read as follows:
 - (d) Commencement Date: January 1, 2025 at 12:01 a.m. If Tenant gives thirty (30) days' advance notice in writing to Landlord that Tenant intends to occupy the space beginning on a date before January 1, 2025, the Lease shall commence on that earlier date.
- 3. Section 1(e) of the Lease regarding the Lease Term shall have the parentheses reference to January 1, 2024 stricken and removed.
- 4. Section 1(f) of the Lease regarding Rent Per Useable Square Foot shall have the parentheses reference to the initial term dates of January 1, 2024 December 31, 2028 stricken and removed.

5. Except as modified by this Amendment, the Lease shall remain unmodified and in full force and effect.

IN WITNESS HEREOF, the undersigned have executed this Amendment as of the date of the last signature below.

LANDLORD: County of Tazew

By:

Title:

Date: 2/2/200

TENANT:

Proctor Health Systems

-DocuSigned by:

Nicholas Crompton

-0C1C38C9F8D7498...

Title. VP of Facilities and Constr.

Date: 1/26/2024

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 accept the proposal from Zobrio for Abila MIP and Zobrio Cash Management renewal; and

WHEREAS, the total cost for the service period January 01, 2024 through December 31, 2024 is \$49,765.00.

THEREFORE BE IT RESOLVED that the County Board approve this renewal agreement.

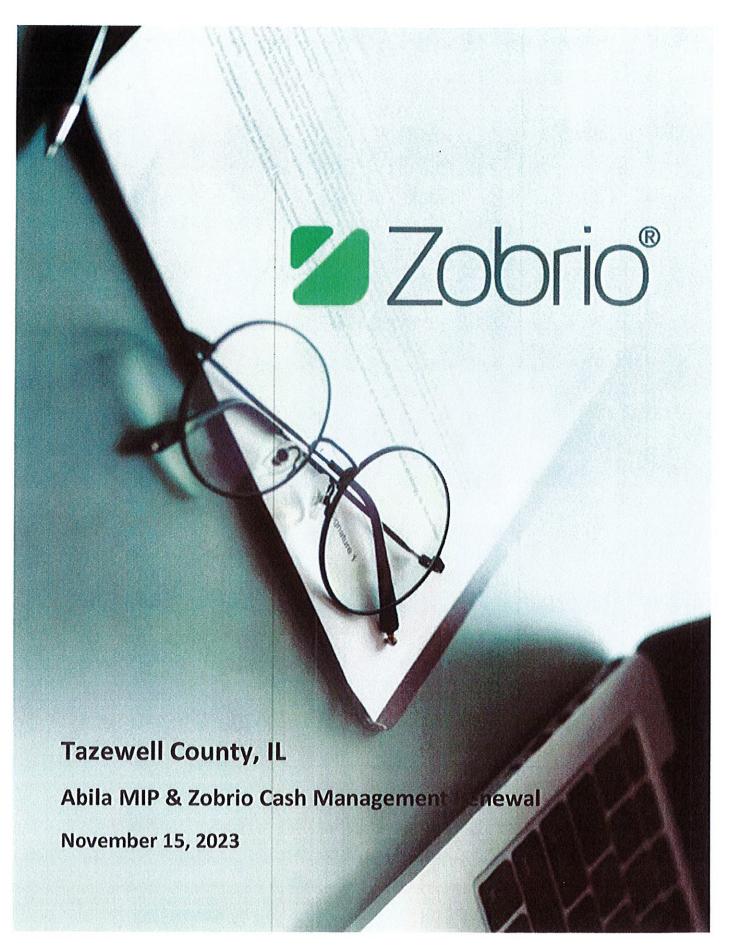
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Administrator, Finance Office, and the Auditor of this action.

PASSED THIS 31ST DAY OF JANUARY, 2024.

ATTEST:

well County Clerk

Tazewell County Board Chairman





INVESTMENT OVERVIEW

Description	Quantity	Sales Price	Total
Abila MIP & Zobrio Cash Management Renewal 2023-2024			
Annual Subscription for Abra MtP Fund Accounting Modules and Users Please note this is a 1 year agreement	1	37.842.00	37.842 00
General Ledger Accounts Payable Budget Management Data ImportExport Purchase Orders with Encumbrances Payroll with Direct Deposit Accounts Receivable Billing and Reporting Bank Reconcilation forms Designer PREQUINITIONS Have Assets Hurdan Resources (up to 500 active employees) Employee Web Services (up to 500 active employees) PREQUINITIONS Have Additional Concurrent Users MIT Users - 1 Additional Concurrent Users			
IS User Zobrio Cash Management Annual Subscription (\$900 monthly) Zobrio Cash Management	1	11,923.00	11,923.00
ncludes I. Cash Balance Views I. Bank Reconcitation for A1 Banks I. Bank Reconcitation for A1 Banks I. Bank Reconcitation for A1 Banks I. Entegration with MIP I. Cash Balance of Remote Departments I. Audit Trail I. Card Reconcilation			
Payment Terms; (49,765 - Due at Renewar Signing			
azaweil County. II. wili pay af related: Time and Material Labor as they are incurred. If software subscriptions to be billed monthly.			
iervice Penod: anuary 1 2024 Ilirough December 31, 2024			
stimated Time and Materials - if required, professional services are billed as ictual hours. Actual hours may exceed the estimate.	incurred based upo	n the Total	\$49.765.00
ariess otherwise stated above, all Shipping and Handling charges will be invoiced in ac	idition to the quoted an	nount,	
Al Reimburgable charges including but not limited to mileage, hotel, airfare, to I booths, ddition to the quoted amount.	meals, and other misc	ellanecus expenses wil	be invoiced in
our signature indicates your acceptance of Zobno, Inc. Standard Terms & Conditions d Airch are fully incorporated herein as if a part of this Agreement.	lated April 1, 2021 loca	ited at https://www.zobii	o.com/to all of
lient			



ACCEPTANCE

Zobrio, Inc. and Tazewell County, IL hereby accept the terms of the contract tendered by Zobrio, Inc.

Accepted by: Tazewell County, IL	
Signature	2/2/2024 Date
J. David Zimmerman	Chairman
Printed Name	Title
Accepted by: Zobrio, Inc.	
Jularadian	1/26/24
Signature	Date
JOHN C VARADIAN	CEO
Printed Name	Title

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 authorize the purchase of a squad car for the Sheriff's Department; and

WHEREAS, the purchase will be funded by the Risk Management Fund as it is a replacement of a squad car totaled in an accident; and

WHEREAS, the purchase price of the vehicle is \$43,395; and

WHEREAS the pricing is from the state Cooperative Purchasing Agreement; and

WHEREAS, additional replacement equipment which was damaged in the accident is to be purchased from Ray O'Herron using Risk Management funds for a total of \$658.00 as outlined in the attached quote; and

WHEREAS, the totaled vehicle (2021 Dodge Durango, VIN 1C4RDJFG5MC642661) is to be picked up by Travelers from Rod's Autobody in Pekin in order for Tazewell County to receive a check for \$7,629 (fair market value of \$32,439 - \$25,000 deductible).

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

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



WWW.MORROWBROTHERSFORDING.COM

1242 Main Street • GREENFIELD IL 62044

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

December 20, 2023

Captain Gerald C. Kempf Tazewell County Sheriff's Office Direct: 1-309-478-5628 gkempf@tazewell-il.gov

We propose the following for your consideration.

1-New 2023 Ford Police Interceptor Utility AWD

UM Black Exterior Color

96 Cloth Front/Vinyl Rear Seats

17A Auxiliary Air Conditioning

18D Hatch Timer Delete

60A Grill/Lamp/Speaker Wiring

51R Driver's Side LED Spotlight

549 Power Heated Mirrors

47A Factory Police Engine Idle

55F Remote Keyless Entry

68G Rear Lock/Windows DC

Sheriff License/Title

All other standard equipment

Illinois Government Price \$43,395.00

Unit is in stock* and available, first come first serve. Stock units are subject to sale at any time. Additional options can be added as required. All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp Government Sales Manager

Morrow Brothers Ford, Inc.

Customer Acceptance:

Date of Acceptance: DECEMBER 21, 2023

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



MARKET VALUATION REPORT

Prepared for TRAVELERS - THE TRAVELERS INDEMNITY COMPANY





CLAIM INFORMATION

Tazewell County Owner Pekin, IL 61554

Loss Unit Police 2021 Dodge DURANGO

PURSUIT AWD 6cyl. 3.6I Sport Utility

SPECIALTY VEHICLES Loss Unit Type

Loss Incident Date 12/07/2023 Claim Reported 12/22/2023

INSURANCE INFORMATION

Report Reference Number 116624669 Claim Reference F0F7562001

Adjuster Gja

Appraiser Belvis, Mark Odometer 44,389

Last Updated 12/22/2023 12:08 PM

VALUATION SUMMARY

\$ 32,439.00 **Base Value** \$ 32,439.00 **Adjusted Value** + \$ 190.00 DMV Deductible - \$ 25,000.00

\$7,629.00 **Total**

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by TRAVELERS - THE TRAVELERS INDEMNITY COMPANY.

BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

Inside the Report

Valuation Methodology	2
Loss Unit Information	3
Comparable Units	ô
Valuation Notes	9
Supplemental Information10	0

CCCSONE MARKET VALUATION REPORT

Owner: Tazewell County Claim: F0F7562001

VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

TRAVELERS - THE TRAVELERS INDEMNITY COMPANY has provided CCC with the zip code where the loss unit is garaged, loss unit VIN, mileage/hours, options and additional equipment, as well as loss unit condition, which is used to assist in determining the value of the loss unit.



DATABASE REVIEW

CCC maintains an extensive database of units that currently are or recently were available for sale in the U.S. This database includes units advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable units are selected. On current year units, new units for sale at the time of the valuation may have been used. The zip code where the loss unit is garaged determines the starting point for the search. Comparable units are similar to the loss unit based on relevant factors. If a sufficient number of comparable units cannot be located, CCC may also obtain dealer quotations for a unit with attributes as reported by the insurer.



CALCULATE VALUATION

Adjustments to the price of the selected comparable units are made to reflect differences in attributes, including mileage/hours, options, additional equipment, refurbishments, after factory equipment, and condition. Dollar adjustments are based upon market research. Finally, the Base Value is the straight average of the adjusted values of the comparable units. Due to the unique nature of the loss units valued in the Commercial and Recreational Vehicle division, a valuation specialist handles each request individually.



CCCSONE MARKET VALUATION REPORT

Owner: Tazewell County Claim: F0F7562001



LOSS UNIT INFORMATION

LOSS UNIT DETAILS

Location

Pekin, IL 61554

VIN

1C4RDJFG5MC642661

Year

2021

Make

Dodge

Model

DURANGO PURSUIT AWD

Drivetrain

4X4

LOSS UNIT CONDITION

Condition

Overall Rating

Average

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicles .

Please review the information in the Loss Unit Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss unit that may impact the value.

TRAVELERS - THE TRAVELERS INDEMNITY COMPANY uses condition inspection guidelines to determine the condition of the loss unit prior to the loss. The guidelines describe physical characteristics for the loss unit, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss unit's condition.

CCCSONE. MARKET VALUATION REPORT

Owner: Tazewell County Claim: F0F7562001

LOSS UNIT EQUIPMENT

CT - Transmission	AUTOMATIC TRANSMISSION	~
	4 WHEEL DRIVE	V
PO - Power	POWER STEERING	V
	POWER BRAKES	V
	POWER WINDOWS	✓
	POWER LOCKS	V
	POWER MIRRORS	1
	POWER DRIVER SEAT	√
IS - Seats/Interior	BUCKET SEATS	4
	CLOTH SEATS	1
	RECLINING/LOUNGE SEATS	✓
CS - Convenience	AIR CONDITIONING	√
	DUAL MIRRORS	V
	INTERMITTENT WIPERS	V
	TILT WHEEL	V
	CRUISE CONTROL	V
	REAR DEFOGGER	V
	CONSOLE/STORAGE	V
	KEYLESS ENTRY	V
	HEATED MIRRORS	V
	MESSAGE CENTER	V
	STEERING WHEEL TOUCH CONTROLS	V
	REAR WINDOW WIPER	N.
	TELESCOPIC WHEEL	1
	CLIMATE CONTROL	4
	OVERHEAD CONSOLE	V
	DUAL AIR CONDITIONING	V
CR - Radio	AM RADIO	V
	FM RADIO	V
	STEREO	✓
	SEARCH/SEEK	V
	AUXILIARY AUDIO CONNECTION	V
	SATELLITE RADIO	√
	EQUALIZER	V

To the left is the equipment of the loss unit that TRAVELERS - THE TRAVELERS INDEMNITY COMPANY provided to CCC.



Owner: Tazewell County Claim: F0F7562001

LOSS UNIT EQUIPMENT

CW - Wheels	STYLED STEEL WHEELS	V
SS - Safety	AIR BAG (DRIVER ONLY)	V
	PASSENGER AIR BAG	>
	ANTI-LOCK BRAKES (4)	V
	4-WHEEL DISC BRAKES	V
	TRACTION CONTROL	4
	STABILITY CONTROL	√
	FRONT SIDE IMPACT AIR BAGS	V
	HEAD/CURTAIN AIR BAGS	V
	HANDS FREE	✓
	BACKUP CAMERA	✓
	XENON OR L.E.D. HEADLAMPS	✓
	PARKING SENSORS	✓
OP - Other	PRIVACY GLASS	V
	REAR SPOILER	4
	CLEARCOAT PAINT	V
	REAR STEP BUMPER	✓
	CALIFORNIA EMISSIONS	V

CCCSONE MARKET VALUATION REPORT

Owner: Tazewell County Claim: F0F7562001



COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2
Price		\$38,980	\$37,900
Year/Make/Model	2021 Dodge DURANGO PURSUIT AWD	2022 Dodge DURANGO PURSUIT AWD	2022 Dodge DURANGO PURSUIT AWD
Odometer	44,389	22,347	1,600
Configuration			
Model Description Body Type Drivetrain	3.6L SPORT UTILITY VEHICLE 4X4	3.6L SPORT UTILITY VEHICLE 4X4	3.6L SPORT UTILITY VEHICLE 4X4
Engine Cylinder	6	6	6
Options			
PS - Power Steering	~	V	4
DG - Head/Curtain Air Bags	√	V	√.
TW - Tilt Wheel	√.	4	4
TX - Traction Control	V		•/
HM - Heated Mirrors	√.		4
M3 - Auxiliary Audio Connection PW - Power Windows	~	V	4
	V	V	4
PX - Backup Camera DM - Dual Mirrors	V	4	4
DT - Privacy Glass	V	√	V
DV - Blind Spot Detection	×	1	V
MC - Message Center	ŷ	V	1
AB - Anti-Lock Brakes (4)	Š	·/	4
AC - Air Conditioning	V.	1	V
4W - 4 Wheel Drive	.1	1	1
AG - Drivers Side Air Bag	V	A.	V
IP - Clearcoat Paint		1	1
EM - California Emissions	J	of.	4
AM - AM Radio	4	1	V
EQ - Equalizer	V	×	×
IW - Intermittent Wipers	V	1	V
RD - Rear Defogger	V	1	A
AT - Automatic Transmission	V	V	V

Updated Date: 11/21/2023 Comp 1 2022 Dodge DURANGO PURSUIT AWD VIN 1C4RDJFG0NC184772 Dealership JIM HAYES FORD Location Harrisburg, IL Telephone (844) 785-8294 Source Dealer Ad Stock # C23144A Updated Date: 11/21/2023 Comp 2 2022 Dodge DURANGO PURSUIT AWD VIN 1C4RDJFG6NC184176 Dealership Noel Daniels Motor C Location Brandon, MS Telephone (769) 241-1400 Source Dealer Ad Stock # NC184176

Comparables used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

Price is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

CCSONE MARKET VALUATION REPORT

Owner: Tazewell County Claim: F0F7562001



© COMPARABLE UNITS

	Lana Haik	0	C 0
	Loss Unit	Comp 1	Comp 2
RG - Passenger Air Bag	In the second of the second	✓	✓
RL - Reclining/Lounge Seats	V	V	1
FM - FM Radio	V	V	V
SB - Rear Step Bumper	V	1	V
BS - Bucket Seats	V	V	V
SE - Search/Seek	1	V	V
WP - Rear Window Wiper	1	V	~
SL - Rear Spoiler	4	1	V
KE - Keyless Entry	V	1	V
T1 - Stability Control	V	1	V
SP - Power Driver Seat	V	4	V
CC - Cruise Control	V	V	V
ST - Stereo	V	1	1
SY - Styled Steel Wheels	V	V	V
CL - Climate Control	V	V	S
CN - Console/Storage	V	V	V
CO - Overhead Console	V	V	V
XE - Xenon Or L.e.d. Headlamps	V	V	I
XG - Front Side Impact Air Bags	A.	1	V
CS - Cloth Seats	1	V	
PB - Power Brakes	V	1	V
TH - Trailer Hitch	×	0	V
XM - Satellite Radio	V	V	1
TL - Telescopic Wheel	V	~	V
PJ - Parking Sensors	V	1	1
PL - Power Locks	1	V	V
TQ - Steering Wheel Touch	V		1
Controls			
PM - Power Mirrors	S	V	1
DA - Dual Air Conditioning	V	N.	V
DB - 4-Wheel Disc Brakes	V	V	V
HF - Hands Free	1	V	P
Condition	Average	Average	Average
Adjustments:			
Make/Model/Trim		- \$ 3,375	- \$ 3,375
Options			
DV - Blind Spot Detection		- \$ 200	-\$ 200
TH - Trailer Hitch		- \$ 100	
Odometer		- \$ 1,282	- \$ 3,370

CCSONE MARKET VALUATION REPORT

Owner: Tazewell County Claim: F0F7562001



Condition

Adjusted Comparable Value \$34,023 \$30,855

CCCSONE MARKET VALUATION REPORT

Owner: Tazewell County Claim: F0F7562001



12/18/2023 10:51 - Loss Vehicle Standard Equipment: 4W, AB, AC, AG, AM, AT, BS, CC, CL, CN, CO, CS, DA, DB, DG, DM, DT, EM, FC, FM, HF, HM, IP, IW, KE, M3, MC, PB, PJ, PL, PM, PS, PW, PX, RD, RG, RL, SB, SE, SL, SP, ST, SY, T1, TL, TQ, TW, TX, WP, XE, XG, XM

12/18/2023 10:37 - LOSS VEHICLE AVERAGE MILEAGE: 27070

The following information was provided after the valuation was completed

12/22/2023 12:08 - Pre/Post Tax data modified after Valuation

12/22/2023 12:08 - Sales Tax data modified after Valuation

12/22/2023 12:08 - PVADJ CHANGE REQUESTED BY: DIETZ, COREY

This Market Valuation Report has been prepared exclusively for use by TRAVELERS - THE TRAVELERS INDEMNITY COMPANY, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of valuations, and there are other valuation sources available.

COSONE MARKET VALUATION REPORT

Owner: Tazewell County Claim: F0F7562001

SUPPLEMENTAL INFORMATION



LOSS UNIT HISTORY INFORMATION

VINguard®

VINguard® Message: VINguard has decoded this VIN without any errors

CCCSONE MARKET VALUATION REPORT

Owner: Tazewell County Claim: F0F7562001

SUPPLEMENTAL INFORMATION



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

_		 - 1	_		_			-	_		
Т	П	- 11		-	-	ш	ш		•	·	•
- 1		_			•	П	п	_	u		•

Abandoned
Damaged
Fire Damage
Grey Market
Hail Damage
Insurance Loss

Junk Rebuilt Salvage

EVENT CHECK

NHTSA Crash Test Vehicle

Frame Damage

Major Damage Incident

Manufacturer Buyback/Lemon

Odometer Problem

Recycled

Branded Title Auction

Water Damage

VEHICLE INFORMATION

Accident
Corrected Title
Driver Education
Duplicate Title

Emissions Safety Inspection

Fire Damage Incident

Lien
Livery Use
Government Use
Police Use
Fleet
Rental

Lease

Fleet and/or Lease Fleet and/or Rental Repossessed Taxi use Theft

RESULTS FOUND

- ✓ No Abandoned Record Found
 ✓ No Damaged Record Found
 ✓ No Fire Damage Record Found
 ✓ No Grey Market Record Found
 ✓ No Hail Damage Record Found
- ✓ No Insurance Loss Record Found
 ✓ No Junk Record Found
 ✓ No Rebuilt Record Found
 ✓ No Salvage Record Found

RESULTS FOUND

- √ No NHTSA Crash Test Vehicle Record Found
- No Frame Damage Record Found
- No Major Damage Incident Record Found
- No Manufacturer Buyback/Lemon Record Found
- √ No Odometer Problem Record Found
- No Recycled Record Found
- ✓ No Branded Title Auction Record Found
- No Water Damage Record Found

RESULTS FOUND

- √ No Accident Record Found
- No Corrected Title Record Found
- No Driver Education Record Found
- √ No Duplicate Title Record Found
- No Emissions Safety Inspection Record Found
- √ No Fire Damage Incident Record Found
- √ No Lease Record Found
- √ No Lien Record Found
- No Livery Use Record Found
- √ No Government Use Record Found
- √ No Police Use Record Found
- √ No Fleet Record Found
- No Rental Record Found
- √ No Fleet and/or Lease Record Found
- √ No Fleet and/or Rental Record Found
- √ No Repossessed Record Found
- √ No Taxi use Record Found
- √ No Theft Record Found

CCC provides TRAVELERS THE TRAVELERS INDEMNITY
COMPANY information reported by
Experian® regarding the 2021 Dodge
DURANGO PURSUIT AWD 6cyl. 3.6I
(1C4RDJFG5MC642661). This data
is provided for informational purposes.
Unless otherwise noted in this Market
Valuation Report, CCC does not adjust
the value of the loss unit based upon
this information.

LEGEND:

- √ No Event Found
- CEvent Found
- Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no significant title events. When found, events often indicate automotive damage or warnings associated with the unit.

EVENT CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

CCCSONE MARKET VALUATION REPORT

Owner: Tazewell County Claim: F0F7562001

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 12/22/2023

Below are the historical events for this vehicle listed in chronological order.

EVENT

EVENT

ODOMETER

DATA

EVENT

DATE LOCATION READING SOURCE DETAIL

06/21/2021 07/13/2021 PEKIN, IL

PEKIN, IL

30

Title

Motor Vehicle Dept. Motor Vehicle Dept.

Title

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.



3549 N Vermilion St Danville, IL 61832 www.oherron.com rayoherron@oherron.com 1-800-223-2097

Quote

Page 1 of 1

Quote # 3184056

Customer No: 00-61554SH Date: 1/2/2024

BILL TO:

TAZEWELL COUNTY SHERIFF 101 S. CAPITOL ST PEKIN, IL 61554 SHIP TO:

TAZEWELL COUNTY SHERIFF'S DEPT

101 S CAPITOL PEKIN, IL 61554

BADGE NO:	PAYMENT TERMS: NET 30 DAYS	ORDERED BY: CAPT GERALD KEMPF		ORDER COMMENT: EMAILED	
ITEM NO	DESCRIPTION		QUANTITY	PRICE	EXT PRICE
	SRO				
	****ADD ACTU/	AL FREIGHT CHARGES*****			
VTX609C	VERTEX LED LIGHT, W	/ніте	2.00	83.00	166.00
EGHST1W	GHOST LED LIGHT, W	HITE	2.00	123.00	246.00
SA315P	SPEAKER, 100 WT		1.00	209.00	209.00
SAK54CM	SA 315 SPEAKER BRK	T,15+ DUR	1.00	37.00	37.00

Sales Tax:

0.00

Quote Total:

658.00

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 authorize Fiscal Year 2023 Budget Transfers for the Health Department as outlined in the attachment to this Resolution; and

WHEREAS, the transfer of funds is to correctly allocate where expenses were incurred.

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

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

Tazewell County Board Chairman

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Health Department Line Item Transfers -500 Fund FY2023

Transfer from	Description		Transfer to	Description	<u>Am</u>	<u>ount</u>
220-500-5014	Officers Merrit		220-500-5015	OnCall	2:	1,850 <u>.</u> 00
220-500-5002	Prof/Tech Salaries		220-500-5001	Mgmt./Supr. Salaries	1.	1,900.00
220-500-5002	Prof/Tech Salaries		220-500-5082	Medical Insurance]	9,500.00
220-500-5120	Assoc. Membership Dues		220-500-5100	Office Supplies		300.00
220-500-5102	Paper		220-500-5100	Office Supplies		600.00
220-500-5101	Small Office Equip		220-500-5123	Newspaper Subscription		50.00
220-500-5120	Assoc. Membership Dues		220-500-5104	Postage & Shipping		1,000.00
220-500-5120	Assoc. Membership Dues		220-500-5121	Professional Cert Fees		1,100.00
220-500-5120	Assoc. Membership Dues		220-500-5130	Fuel & Oil		200.00
220-500-5120	Assoc. Membership Dues		220-500-5131	Computer Supply		75.00
220-500-5120	Assoc. Membership Dues		220-500-5134	Maint. Supply	ļ <u>L</u>	1,300.00
220-500-5120	Assoc. Membership Dues		220-500-5135	Tech Supplies] [1,000.00
220-500-5124	Data Subscriptions		220-500-5133	Medical Supply	<u> </u>	9,500.00
220-500-5137	Cleaning Supply	_	220-500-5180	Prog Supplies]	1,500.00
220-500-5171	Food		220-500-5180	Prog Supplies] [2,200.00
220-500-5177	Educ. Supplies		220-500-5180	Prog Supplies	╎└	380.00
220-500-5203	Pub/Adv Services		220-500-5200	Software Maint	<u> </u>	950.00
220-500-5280	Emergency Assist		220-500-5200	Software Maint		2,300.00
220-500-5320	Vehicle Maint		220-500-5221	Alarm system Monitoring		75.00
220-500-5321	Groundskeeping Equip		220-500-5341	Cell Phone		100.00
220-500-5321	Groundskeeping Equip		220-500-5215	Healthcare Services		200.00
220-500-5290	Board of Health		220-500-5215	Healthcare Services	<u> </u>	850.00
220-500-5300	Plumbing		220-500-5215	Healthcare Services		1,300.00
220-500-5301	Electrical		220-500-5215	Healthcare Services	<u> </u>	600.00
220-500-5302	HVAC		220-500-5215	Healthcare Services	<u> </u>	800.00
220-500-5303	Carpentry		220-500-5215	Healthcare Services	<u> </u>	1,000.00
220-500-5361	Gas & Electric		220-500-5215	Healthcare Services		3,100.00
220-500-5362	Water		220-500-5215	Healthcare Services]	300.00
220-500-5361	Gas & Electric		220-500-5342	Internet		3,000.00
220-500-5364	Waste Removal		220-500-5454	Mileage-Busn] [500.00
220-500-5365	Grounds Maint		220-500-5454	Mileage-Busn		400.00
220-500-5366	Pest Control		220-500-5454	Mileage-Busn	<u> </u>	200.00
220-500-5401	Hotel		220-500-5454	Mileage-Busn]	450.00
220-500-5404	Mileage		220-500-5454	Mileage-Busn	<u> </u>	430.00
220-500-5405	PerDiem/Meals		220-500-5454	Mileage-Busn	<u> </u>	800.00
220-500-5530	Building Improve		220-500-5600	Repay of Dept	J [1,600.00

Tazewell County Health Department Line Item Transfers -500 Fund FY2023

Transfer from	<u>Description</u>		Transfer to	<u>Description</u>	 <u>Amount</u>
220-500-5540	Office Furniture		220-500-5600	Repay of Dept	300.00
220-500-5541	Office Equipment		220-500-5600	Repay of Dept	 1,400.00
220-500-5550	Computers		220-500-5600	Repay of Dept	4,700.00
220-500-5550	Computers	\neg	220-500-5262	Professional Fees	 2,100.00
220-500-5280	Emergency Assist		220-500-5262	Professional Fees	700.00
220-500-5321	Groundskeeping Equip		220-500-5262	Professional Fees	 500.00
220-500-5167	Recognition/Awards		220-500-5262	Professional Fees	400.00
220-500-5649	Adjustments		220-500-5262	Professional Fees	 7,200.00
220-500-5649	Adjustments		220-500-5133	Medical Supply	78,300.00

177,010.00

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 authorize a Budget Transfer for the National Opioid Settlement Fund:

- Transfer \$63,352 from Professional Services (235-699-5262) to:
 - Professional/Technical (235-699-5002) \$55,000;
 - Social Security (235-699-5070) \$4,208; and
 - IMRF (235-699-5080) \$4,144

WHEREAS, the transfer of funds is to cover the cost of a Substance Use Disorder Counselor.

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, Human Resources, the Finance Office, the Treasurer, and the Auditor of this action.

PASSED THIS 31st DAY OF January, 2024.

ATTEST:

Tazewell County Clerk

102

RESOLUTION

WHEREAS, at the November 15, 2023 County Board meeting resolution F-23-41 was approved, which directed the County Clerk to post the fees listed below and deferred final action on a fees resolution to the January 31, 2024 meeting, and

WHEREAS, the Counties Code Division 3-5 provides that the statutory county recorder fees may be increased by the County Board if an increase is justified by an acceptable cost study showing that the fees allowed by the Code are not sufficient to cover the costs of providing the services; and

WHEREAS, the Counties Code Division 3-5 requires a statement of the costs of providing each service, program and activity be prepared and be part of the public record; and

WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by Bellwether, LLC. has been prepared; and

WHEREAS, the below county-initiated fees have been justified by the Bellwether, LLC cost study and the County Board agrees that the fees should be amended to change and establish the fees charged by the Tazewell County Recorder; and

WHEREAS, the General Fund recording fee for standard land documents and non-land documents required in the Counties Code Division 3-5 is set at \$33.01, which includes a predictable fee of \$3. These categories include the following document classes:

- Deeds
- Leases, lease amendments, and similar transfer of interest documents
- Mortgages
- Easements not otherwise part of another classification
- · Miscellaneous documents; and

WHEREAS, the General Fund non-standard document recording fee required in the Counties Code Division 3-5 is set at \$60.01. This category includes the following document classes:

- Irregular documents
- Blanket documents: and

WHEREAS, the General Fund plat/subdivision document recording fee required in the Counties Code Division 3-5 is set at \$91.01; and

WHEREAS, the Counties Code Division 3-5 provides authority to the County Board to establish a County Recorder's Automation Fund, and the fee for each recorded document shall be set at \$7.79; and

WHEREAS, the Counties Code Division 3-5 provides authority to the County Board to establish County Recorder's Document Storage Fund, and the fee for each recorded document shall be set at \$9.75; and

WHEREAS, the Counties Code Division 3-5 provides authority to the County Board to establish a County GIS Fee, and the fee for each recorded document shall be set at \$18.45, with \$1.00 retained in the County Recorder Automation/Document Storage Fund; and

WHEREAS, the Counties Code Division 3-5 directs the County Board to collect a Rental Housing Support Program Fee of \$18.00 for each document recording related to real estate, except where statutory exemptions apply, along with an additional \$1.00 processing fee which shall have \$0.50 deposited in both the Recorder's Automation/Document Storage Fund and General Fund; and

WHEREAS, a summary of the recording fees, with the total cost for each document type, is provided in Attachment A; and

WHEREAS, the Counties Code Division 3-5 states that certified copies of records shall be the same fee as the General Fund recording fees, which shall be:

Certified Copies of Land Records	\$30.01
Certified Copies of Non-Standard Records	\$60.01
Certified Copies of Non-Land Records	\$30.01
Certified Copies of Plat / Subdivision	\$91.01; and

WHEREAS, the Counties Code Division 3-5 requires the County Clerk to post a notice in the office at least two weeks prior, but not more than four weeks prior, to the public meeting at which the resolution is to be adopted; and

WHEREAS, the County Clerk has posted the required notice; and

WHEREAS, Public Act 103-400 effective January 1, 2024 requires in 55 ILCS 5/3-5018.2(b):

"If a county has previously adopted an ordinance or resolution adopting a predictable fee schedule, the county must adopt an ordinance or resolution revising that predictable fee schedule to be consistent with this Section"; and

WHEREAS, the above fees shall go into effect on April 1, 2024, allowing 60 days after the date of approval.

THEREFORE BE IT RESOLVED that the County Board approve the County Recorder fees listed above with an effective date of April 1, 2024.

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

PASSED THIS 31^{st} DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Recording Fees Summary (Attachment A)

				Non-		
		ı	.and	Standard	Non-Land	Plats/
Fee	Fund	Doc	uments	Documents	Documents	Subdivisions
Recording Fee (with predictable fee where applicable)	General Fund	\$	33.01	\$ 60.01	\$ 33.01	\$ 91.01
GIS Fee - GIS Portion	GIS Fund		17.45	17.45	17.45	17.45
GIS Fee - Doc Storage/Automation	Doc Storage/Automation		1.00	1.00	1.00	1.00
Rental Housing State Fee	State of IL		18.00	18.00		18.00
Rental Housing Processing Fee - GF	General Fund		0.50	0.50	95	0.50
Rental Housing Processing Fee - D.S./Auto	Doc Storage/Automation		0.50	0.50		0.50
Automation Fee	Doc Storage/Automation		7.79	7.79	7.79	7.79
Document Storage Fee	Doc Storage/Automation		9.75	9.75	9.75	9.75
Total Fee		\$	88.00	\$ 115.00	\$ 69.00	\$ 146.00



Government Performance Services

Cast of Services

Tazewell County, Illinois

County Clerk / Recorder's Office

September 2023

Addendum Addressing Certified and Digital Copies

Addendum

During our review a series of questions arose. This addendum provides Bellwether's opinion on each topic.

Certified Copy Fee

55 ILCS 5/3-5018 "For certified copies of records, the same fees as for recording, but in no case shall the fee for a certified copy of a map or plat of an addition, subdivision or otherwise exceed \$10." The statute defines the "recording of deeds or other instruments" separately from all other portions of the fee structure. Therefore, the "same fees as recording" in this application is seen as representing the portion paid to the general fund. The statement of not exceeding \$10 is superseded by the demonstrated fee review.

departments and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees agency, department or other instrumentality of the State. The county board may, however, by ordinance or resolution, increase 55 ILCS 5/3-5018 "The foregoing fees allowed by this Section are the maximum fees that may be collected from any officer, the fees allowed by this Section and collect such increased fees from all persons and entities other than officers, agencies, allowed by this Section are not sufficient to cover the cost of providing the service.

Therefore, the Certified Copy Fees may be set at

Certified Copies of Land Records	\$30.35
Certified Copies of Non-Standard Records	\$60.70
Certified Copies of Non-Land Records	\$30.35
Certified Copies of Plat / Subdivision	\$91.05

Digital Copies

this Section for certified copies, according to a standard scale of fees, established by county ordinance or resolution 55 ILCS 5/3-5018 "For non-certified copies of records, an amount not to exceed one-half of the amount provided in and made public." 55 ILCS 5/5-1106.1 would not apply as these records are not otherwise made available to the public at no cost. The amount not to exceed is superseded as above and is further influenced by the contractual agreement with the indexing / hosting service provider. (Fidlar) The question during our discussion centered on where revenues from this service should be captured. The two options would be either the General Fund or the Automation Fund. As the General Fund distribution is intended to recover labor, indirect and shared services expense this revenue would not seem to be relevant. Whereas the revenue has direct ties to the automation in use in the department operations it would seem this is a better fit. The revenue described in our discussion seemed to vary broadly year by year. Bellwether's suggestion is to use these funds to further accelerate the paydown on the imaging project and further fund the book recovering project. A future fee review may recommend these funds being used to offset the ongoing costs of the recording system.

Budgeting of Clerk / Recorder Special Funds

55 ILCS 5/6-1001 provides specific guidance on county budgeting.

(55 ILCS 5/6-1001) (from Ch. 34, par. 6-1001)

- budget, specifying separately for each of said years the estimated income from taxes, from fees, and **from all other** (c) Estimates of all probable income for the current fiscal year and for the ensuing fiscal year covered by the <u>sources</u>. The estimated income from fees shall indicate both the estimated total receipts from fees by county fee officers and the estimated net receipts from fees to be paid into the county treasury.
- Said revised estimates and proposed expenditures shall show the amounts for current expenses and capital outlay, shall floating indebtedness as of the beginning of the year, the amount of funded debt maturing during the year, the interest (d) A detailed statement showing estimates of expenditures for the current fiscal year, revised to the date of such specify the several objects and purposes of each item of current expenses, and shall include for each of said years all estimate, and, separately, <mark>the proposed expenditures for the ensuing fiscal year for which the budget is prepared</mark> accruing on both floating and funded debt, and all charges fixed or imposed upon counties by law.

(55 ILCS 5/6-1005) (from Ch. 34, par. 6-1005)

shall have power, either directly or indirectly, to make any contract or do any act which adds to the county expenditures or liabilities in any year Sec. 6-1005. Contract or obligation in excess of appropriation. Except as herein provided, neither the county board nor any one on its behalf anything above the amount provided for in the annual budget for that fiscal year. Given the parameters defined by statute, a prudent county official submits a generous budget for use of their special funds rather than the traditional minimalist approach. As there is no loss of funds unspent in the prior fiscal year, this approach avoids the pitfalls of expenses exceed appropriation.



Government Performance Services

Cast of Services

Tazewell County, Illinois

County Clerk / Recorder's Office

September 2023

(Revised 10012023 to correct a display error)

Background

Tazewell County Clerk/Recorder and County Board engaged Bellwether, LLC. (Bellwether) to provide a review of the actual cost of providing services within the County Clerk /Recorder Department which currently charges fees to residents and non-residents of Tazewell County as services are requested

This report is intended to define the current state of expense for the Tazewell County Clerk / Recorder office regarding Vital Recorders, Recording, Tax Redemption, and any other services for which a fee is collected. Bellwether collected current state expenses and labor costs without regard to any prior data used in previous reviews. Transaction volume data from prior data collection sheets were used to establish a conservative estimate for future transaction volumes. Bellwether does not propose specific recommendations for establishing or changing fees. Our observations suggest an increase in some fees may be warranted under current state law. The decision to change or add fees is the sole responsibility of Tazewell County government.

Methods

The Cost of Services Study or Fee Review is a detailed analysis of the data related to the operations and expenses of the department. Central to the analysis is:

- Annual budgeted expenses.
- Inclusion (or exclusion) of expense categories or lines within the department budget(s)
 - Actual staff-related expenses.
- Current revenues derived from fees.
- Service requests Volumes and trends.
- Changes in State Law or Regulations.
- Onsite observation of core processes related to each service.

Bellwether engaged County staff directly to collect and clarify the data. We appreciate the thorough nature of their record keeping, willingness to participate in the review process and the direct support of the elected or appointed official.

expenses are expenses, including labor, that are directly incurred for the purpose of delivering a particular service. These expenses Both direct and indirect expenses may be included for the purpose of establishing the cost of services under Illinois law. Direct include pre-printed forms, dedicated equipment or software, or dedicated office facilities. Indirect expenses are expenses that include shared management services or administrative costs, portions of shared facility costs and equipment. Several processes have direct materials, equipment, and other relatable costs. To the extent possible these costs are determined on a "per transaction" basis. While it is not possible to attribute every moment of every transaction to an individual, it is possible to understand the flow of the work and develop a weighted value of labor.

Indirect costs were allocated to specific activities within the office whenever possible, when not possible the costs were allocated to general infrastructure.

summary expenses for common services (taken from the County Budget), divided by the number of county departments and further divided According to federal rules (2 CFR 200), indirect expenses associated with central services provided to sub-units of local governments would by the number of involved transactions. This method may not match values found in a comprehensive, multi-step, Cost Allocation Plan. be documented in a Central Services Cost Allocation Plan to ensure the consistent treatment of these expenses. This fee review used

tables may vary +/- 3% based on how these variables were used in the formula. Bellwether recommends a conservative budget development This report contains estimates of revenue based on several assumptions on volume, labor and cost of goods and services. Values in differing for the first year to demonstrate actual values.

Table 1: Examples of Allocations

expense item	Allocation Process
County Administration	The budgeted costs of county administration
and Oversight	departments and further allocated by transaction.
Human Resources and	The budgeted costs for Human Resources and Benefits Administration are distributed equally among the
Benefits	total number of county employees, further allocated by the number of involved employees, further allocated by the number of involved employees.
Administration	allocated by transaction.
Facilities	The costs associated with utilities and general services (janitorial, vard and snow, etc.) are distributed
	equally among all involved departments and further allocated by transaction
IT and Tech	The budgeted costs for IT Services and Tech Infrastructure (web, email server etc.) are distributed among
Infrastructure	the total number of county devices, further allocated by the number of involved devices, and intrimated.
	allocated by transaction. Department specific hardware and software are allocated by transaction
	attributed to the Clerk/Recorder Automation Fund.
TAX Software	The County Tax Software cost used by the Supervisor of Assessment. Treasurer and County Clerk in the
	performance of there statutory duties are allocated equally among the three denartments and further
	allocated by transaction. The results of this allocation are distributed to the General Fund to offset the
	Clerk's portion of this multi-department software

,	The cost of management time, training time, and other administrative time was allocated to the services
General Management	General Management under review based on the amount of time employees spend providing the services under review. Not all
& Administrative Time	& Administrative Time management and administrative time was allocated to the services under review as other work is
	conducted within the offices that are not subject to service fees.
General Equipment,	The cost of equipment and supplies that are used to provide multiple services within an office ware
Telephone and	allocated based on the volume of transactions in the office, and the estimated consumption of the
Supplies	resource per transaction.

differently based on the statute. Recording, Vital Records and Tax Redemption are intended to be fully funded through Fee Revenue. In some instances, local offices may offer convenience services such as notary and copies at nominal fees. These non-statutory services are not The County Clerk / Recorder's Office provides several services as a part of their role as an elected official. These services are funded subject to cost allocation; however, Bellwether offers a recommended costing to recover actual expenses.

Fee prices are defined by state laws and county ordinances. County governments may charter cost studies to review the appropriateness of these fees and adjust to meet actual expenses. The process and authority to adjust these fees are addressed in laws of the State, as an example, - 55 ILCS 5/3-5018 (from CH. 34, Par. 305018) (County Recorder Fees), states:

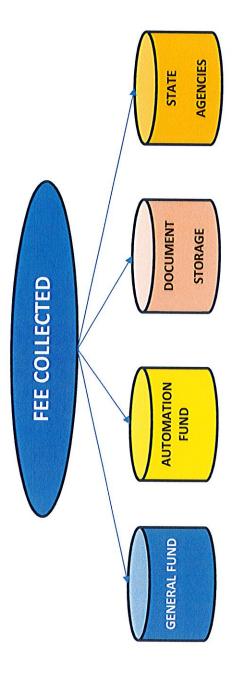
or other instrumentality of the State. The county board may, however, by ordinance or resolution, increase the fees allowed by this Section and collect such increased fees from all persons and entities other than officers, agencies, departments, and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees allowed by this The foregoing fees allowed by this Section are the maximum fees that may be collected from any officer, agency, department, Section are not sufficient to cover the cost of providing the service. Regardless of any other provision in this Section, the maximum fee that may be collected from the Department of Revenue for filing or indexing a lien, certificate of lien release or subordination, or any other type of notice or other documentation affecting or concerning a lien is \$5. Regardless of any other provision in this Section, the maximum fee that may be collected from the Department of Revenue for indexing each additional name in excess of one for any lien, certificate of lien release or subordination, or any other type of notice or other documentation affecting or concerning a lien is \$1.

A statement of the costs of providing each service, program and activity shall be prepared by the county board. All supporting documents shall be public record and subject to public examination and audit. All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program, and activity.

(Source: P.A. 102-1135, eff. 7-1-23.)

Revenues collected from service fees are distributed based on the nature of the service and the intent of the fund.

Figure 1: General Allocation of Fee Revenue



- Expenses related to labor, benefits, infrastructure, shared services, and other common County expenses are distributed to the GENERAL FUND.
- Expenses related to technology (hardware and software), training including conference, contracting, operations consulting specific to the operations of the department are distributed to the AUTOMATION FUND.
- storage, fire / water damage mitigation, offsite storage, and FF&E related to the storage, retrieval and examination of documents Expenses related to the protection and preservation of documents including but not limited to scanning, digital and hard copy are distributed to the DOCUMENT STORAGE FUND.
- In some instances, the involved statute prescribes a portion of the fee be paid to STATE AGENCIES. (Marriage License, Death Certificates)

^{*}Automation and Document Storage are a combined fund within Tazewell County's financial system.

There has been considerable discussion regarding the alignment of funds received. The following table provides some context.

Table 2: Activity and Funding Relationship

 Activities defined by statute.
Activities defined by statute
 Activities defined by statute and modified by the State Board of Elections
A County Shared Service administratively located within the County Clerk function.
 A County Shared Service administratively located within the County Clerk function.

PAYROLL

that the County Clerk shall maintain a record of payments and shall, with the Treasurer cause a countersignature to be made on all payments. There is some discussion in Counties regarding the placement of actual payroll services. (55 ILCS 5/3-2013) (from Ch. 34, par. 3-2013) states The debate ensues on whether the Clerk's responsibility is based on the transaction of making payroll -OR- on the requirement to maintain records of such transactions.

This same question arises on management of Accounts Payable (AP) for the County.

For this reason, payroll and AP may be found in other departments or fully outsourced in some counties.

For the purposes of this report the labor associated with the payroll process was quantified to be excluded from the department fee

CLERK / RECORDER DISCRETIONARY SPENDING

The management of revenue collected for fees is clearly defined in (55 ILCS 5/3-2003.4) (from Ch. 34, par. 3-2003.4)

Sec. 3-2003.4. Deposit of fee income; special funds. The county clerk shall deposit in the office of the county treasurer monthly by the 10th day of the month following, all fee income. <u>The county clerk may maintain the following special funds from which the county board shall</u> authorize payments by voucher between board meetings.

- (a) Overpayments.
- (b) Reasonable amount needed during the succeeding accounting period to pay office expenses, postage, freight, express or similar
- (c) Excess earnings from the sale of revenue stamps to be maintained in a fund to be used for the purchase of additional stamps from the Illinois Department of Revenue.

(d) Fund to pay necessary travel, dues and other expenses incurred in attending workshops, educational seminars and organizational meetings established for the purpose of providing in-service training.

(e) Trust funds, for tax redemptions, or for such other purposes as may be provided for by law.

(f) Such other funds as may be authorized by the county board.

The county clerk shall make accounting monthly to the county board of all special funds maintained by the clerk in the discharge of the clerk's duties.

(Source: P.A. 101-253, eff. 8-9-19.)

FUND BALANCES

may be due to changes in the expense base since the last fee review or planned accumulation for projects. Best practices include the County It is not unusual for the Clerk/Recorder Automation and Document Storage Funds to accumulate a significant unencumbered balance. This Clerk / Recorder maintaining a rolling five-year plan for technology / storage projects with a rationale for accumulation.

55 ILCS 5/3-5018) (from Ch. 34, par. 3-5018)

are or may be provided in this Section, except when increased by county ordinance pursuant to the provisions of this Section, to be paid to the county clerk for his or her services in the office of recorder for like 3-5018. Fees. The recorder elected as provided for in this Division shall receive such fees as are or may be provided for him or her by law, in case of provision therefore: otherwise he or she shall receive the same fees as

the County General Revenue Fund. The remaining \$0.50 shall be deposited into the <u>Recorder's Automation Fund</u> and may not be appropriated or expended for any other purpose. The additional amounts available to the recorder for "For recording any document that affects an interest in real property other than documents which solely affect local government, or any school district. Fifty cents of the \$1 fee hereby established shall be deposited into expenditure from the Recorder's Automation Fund shall not offset or reduce any other county appropriations or or relate to an easement for water, sewer, electricity, gas, telephone or other public service, the recorder shall charge a fee of \$1 per document to all filers of documents not filed by any State agency, any unit of

"The county board of any county may provide for an additional charge of \$3 for filing every instrument, paper, or notice for record, (1) in order to defray the cost of converting the county recorder's document storage system to computers or micrographics and (2) in order to defray the cost of providing access to records through

not unusual and since most training, services and contracts for automation serve document storage as well, combining the funds seems to be In Tazewell County the Automation Fund and the Document Storage Fund are a combined fund in the financial management system. This is

unencumbered balance equal to 50 – 75% of the projected annual receipts for that fund. In Tazewell we believe the minimum Since transaction volume for recording can be unpredictable, we recommend that County Clerk / Recorders try to maintain an unencumbered balance should be between \$100,000 to \$150,000. The Tazewell County Recorder Automation Fund has a current balance of \$397,075. There has been some information provided to suggest that some portion of that balance may have come from another source other than fees. That was not considered in this study and is irrelevant to the future accumulation on a transactional basis.

scanning project. While the provided document refers to the fund as a "loan", in reviewing the terms of the agreement, it seems to suggest it The Tazewell County Clerk / Recorder entered into a multi-year finance agreement with Fidlar Technologies to accomplish a multi-year back was a finance agreement with payments for service spread across multiple years.

The Fidlar agreement has a remaining balance of \$477,651 which includes roughly \$44,161 in interest. Bellwether views that debt as an encumbrance on the current Automation / Document Storage Fund balance resulting in a negative balance of (\$80,486). This negative balance may be improved with reduced interest payments for early payment of the debt.

To be able to project required accumulations in the future, Bellwether found it necessary to prepare a hypothetical cash flow strategy.

\$ 31,600 \$100,000	\$265,475 potentially avoiding \$38,755 in interest. \$159,186 which includes \$5 799 in interest.	\$160,000 which would not include the \$25,000 for book binding. potential additional interest savings.
 Cash flow obligations to the fund (Fidlar Payments) Minimum Bellwether Recommended Unencumbered Pay down existing debt 	a. Remaining Principle plus Interest	4. Projected into 2024 transaction count for Automation \$160,000 which would not include a. This would resolve the Fidlar Debt in one year with potential additional interest savings.

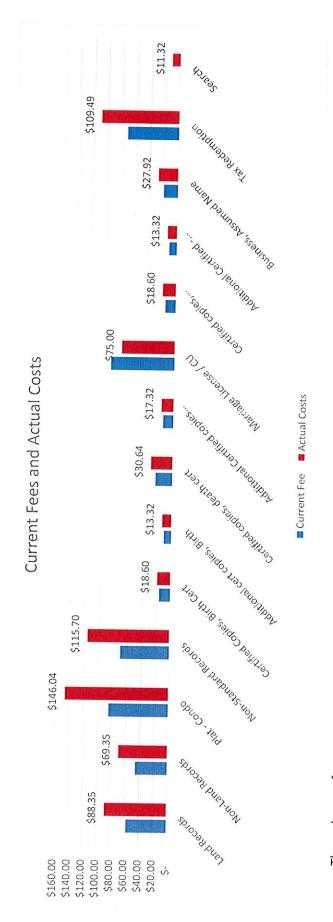
At the completion of all payments for the scanning project the Document Storage portion of the fee could be reduced by \$8.40, or the fund could be allowed to accumulate to the full funds necessary to the planned book binding projects.

Tazewell County Clerk / Recorder Fee Review

The findings in this report reflect conservative calculations of the labor, equipment, consumables, facilities, and other department allocated costs of providing the services reviewed within this study and under the control of the Tazewell County Board. Increased revenues are projected using estimated transaction volume extrapolated from prior years. Bellwether recommends a conservative approach to budgeting for the first year to demonstrate actual increases. Actual increased revenue may vary based on volume.

The potential to capture this new revenue depends on a constant volume of transactions and establishing fees at the cost threshold.

Table 3: Overview of gap between current fees (blue) and actual costs (red) to provide services.



- The volume of questions by phone, email and in person adds a significant effort. The total effort is allocated across all transactions.
- Marriage License fees may be increased to \$75 without further justification. Bellwether could not find a basis for the existing \$90 fee.
 - The calculated fees for Marriage License and Civil Union include \$5.00 in fees distributed to the State of Illinois
- The calculated fees for Certified Copies of Death Certificates includes \$4.00 in fees distributed to the State of Illinois
- The calculated fee for all certified copies includes \$2.00 in fees distributed to the County Clerk Automation fund.
- The increase in Tax Redemption reflects the sum of all transactions from sale to redemption and includes 1/3 of the tax software divided among the annual volume of redemptions. The funds for the software are distributed to the General Fund.

Illinois law - 55 ILCS 5/4-4001 (from Ch. 34, par. 4-4001) (County Clerk Fees), prescribes:

county board of the county, not to exceed \$75, which shall be the same, whether for a civil union or marriage including the recording of the parent's or guardian's consent where indicated, a fee to be determined by the "For issuing each civil union or marriage license, the certificate thereof, and for recording the same, license. \$5 from all civil union and marriage license fees shall be remitted by the clerk to the State Treasurer for deposit into the Domestic Violence Fund."

This report reflects the current technology costs for the County Clerk's Office and includes the allowed fee for technology.

Illinois law - 55 ILCS 5/4-4001 (from Ch. 34, par. 4-4001) (County Clerk Fees), prescribes:

"For each official copy of any process, file, record or other instrument of and pertaining to his office, for each 100 words, and \$1 additional for certifying and sealing the same."

Records Act, for the purpose of developing, maintaining, and improving technology in the office of the County "The county board of any county of the first or second class may by ordinance authorize the county clerk to impose an additional \$2 charge for certified copies of vital records as defined in the Section 1 of the Vital

The calculated fees for Certified Copies of Death Certificates includes \$4.00 in fees distributed to the State of Illinois

Illinois law - 410 ILCS 535/25 (from Ch. 111 1/2, par. 73-25) Vital Records Act

receipt of a written request from any applicant entitled to such search. If upon search the record requested is such record, under the seal of such office, upon payment of the applicable fees. If the requested record is not found, such local registrar or county clerk shall furnish the applicant one certification or certified copy of if so, requested by the applicant and upon payment of applicable fee. The local registrar or county clerk must Registrar monthly and deposited into the Death Certificate Surcharge Fund. The local registrar or county clerk found, the local registrar or county clerk shall furnish the applicant a certification attesting to that fact, charge a \$2 fee for each certified copy of a death certificate. The fee is in addition to any other fees that are charged by the local registrar or county clerk. The additional fees must be transmitted to the State "Any local registrar or county clerk shall search the files of birth, death and fetal death records, upon may charge fees for providing other services for which the State Registrar may charge fees under this

county clerk shall charge an additional \$2 for each certified copy of a death certificate and that additional fee shall be collected on behalf of the Department of Financial and Professional Regulation for deposit into "Any custodian of vital records, whether it may be the Department of Public Health, a local registrar, or a the Cemetery Oversight Licensing and Disciplinary Fund."

Illinois law - 55 ILCS 5/4-4001 (from Ch. 34, par. 4-4001) (County Clerk Fees), prescribes:

justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to "The foregoing fees allowed by this Section are the maximum fees that may be collected from any officer, increase the fees allowed by this Section and collect such increased fees from all persons and entities other than officers, agencies, departments and other instrumentalities of the State if the increase is agency, department or other instrumentality of the State. The county board may, however, by ordinance, cover the cost of providing the service."

COMMON PURPOSES OF THE AUTOMATION FUND AND DOCUMENT STORAGE FUND

The migration to digital storage of county documents has blurred the lines between the "automation fund" and the "document storage fund". In short, the purchase of a computer, scanner and monitor may address both a transactional need for automation and a digital means of document management. Some counties have combined these funds into a common "Automation and Document Storage" fund.

Ultimately it does not change how the funds are used but may simplify the consideration as to which fund an item or service is charged.

55 ILCS 5/3-5018) (from Ch. 34, par. 3-5018) (continued)

and (2) in order to defray the cost of providing electronic access to the county's Geographic Information record (1) in order to defray the cost of implementing or maintaining the county's Geographic Information System electronic access to the county's Geographic Information System records. The remaining \$1 must be deposited into the recorder's special funds created under Section 3-5005.4. The recorder may, in his or her discretion, use moneys in the funds created under Section 3-5005.4 to defray the cost of implementing or maintaining the county's Geographic Information System and to defray the cost of providing electronic access to the county's county, and any moneys collected pursuant to this amendatory Act of the 91st General Assembly and deposited "The county board of any county that provides and maintains a countywide map through a **Geographic Information** System (GIS) may provide for an additional charge of \$3 for filing every instrument, paper, or notice for implementing and maintaining a Geographic Information System and in order to defray the cost of providing System records. Of that amount, \$2 must be deposited into a special fund set up by the treasurer of the into that fund must be used solely for the equipment, materials, and necessary expenses incurred in Geographic Information System records."

real estate-related document. Payment of the Rental Housing Support Program State surcharge shall be evidenced by a receipt that shall be marked upon or otherwise affixed to the real estate-related document by the recorder. The form of this receipt shall be prescribed by the Department of Revenue and the receipts shall be The recorder shall collect a \$18 Rental Housing Support Program State surcharge for the recordation of any issued by the Department of Revenue to each county recorder.

The recorder shall not collect the Rental Housing Support Program State surcharge from any State agency, any unit of local government or any school district.

(55 ILCS 5/3-5018.1) Sec. 3-5018.1. Predictable fee schedule.

(a) As used in this Section;

"Nonstandard document" means:

- (1) a document that creates a division of a then active existing tax parcel identification number;
 - (2) a document recorded pursuant to the Uniform Commercial Code;
- (3) a document which is non-conforming, as described in paragraphs (1) through (5) of Section 3-5018;
- (4) a State lien or a federal lien;
- (5) a document making specific reference to more than 5 tax parcel identification numbers in the county in which it is presented for recording; or
- (6) a document making specific reference to more than 5 other document numbers recorded in the county in which it is presented for recording.

"Standard document" means any document other than a nonstandard document.

(b) On or before January 1, 2019, a county shall adopt and implement, by ordinance or resolution, a predictable subsections (c) and (d) and any subsequent predictable fee schedule approved by a county board shall be set only as allowed under subsection (e). Except as to the recording of standard documents, the fees imposed by Section 3-5018 shall remain in effect. Under a predictable fee schedule, no charge shall be based on: page count; number, length, common addresses; number of references contained as to other recorded documents or document numbers; or any other or type of legal descriptions; number of tax identification or other parcel identifying code numbers; number of fee schedule that eliminates surcharges or fees based on the individual attributes of a standard document to be adjust, including, but not limited to, GIS fees, automation fees, document storage fees, and the Rental Housing individual attribute of the document except as expressly provided in this Section. The fee charged under this Section shall be inclusive of all county and State fees that the county may elect or is required to impose or recorded. The initial predictable fee schedule approved by a county board shall be set only as allowed under Support Program State surcharge.

identified as a proxy for individual fees charged. The potential revenue created by this additional page count was allocated across all Key information was provided by the Tazewell County Clerk. The statewide average page count of 7.5 pages per document type was documents within the Standard Document category. For distribution, these funds are added to the General Fund.

Estimates of Recovered Labor Costs

Total department labor costs were defined to include payroll, employer paid tax and benefit expenses, and a two-year projected impact of negotiated labor costs. These labor costs were then allocated across department functions.

Table 4: Department Labor Costs Allocated by Function

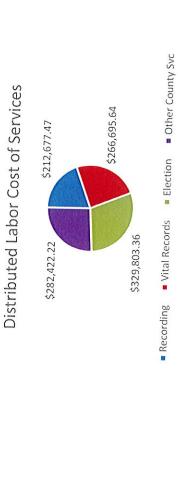
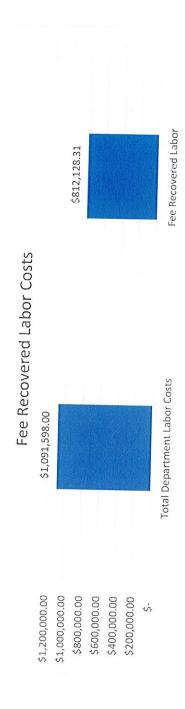


Table 5: Fee Recovered Labor Costs

Based on the calculations within this report, roughly 74% of department labor is recovered through fees.



Individual values include assumptions on factors that may change. Values stated above are directional and should not be the basis of a budget decision.

Table 6: Distribution by Fund

Recording Fee Distribution

The following tables outline the current fees and actual expenses. Illinois statute allows Tazewell County to recover up to the actual amount. The recommended distributions are based on Bellwether's understanding of Tazewell County's financial system use for funds distribution.

Counties may either claim the full amount in their fees or round them down. Rounding up is not allowed as it would result in recovering more than the actual cost of service.

TOTAL VALUE PER FUND		
General Fund	\$	649,363.91
Automation / Doc Storage	45	360,968,00
GIS	\$	330 567 24
		14.100,000

Estimated revenues are based on the projected volume and are subject to change. Bellwether recommends conservative budgeting for the first year.

55 ILCS 5/3-5018.2 Land Documents	cumer	ıts				
	Prior		4	Actual	Change	
Summary	\$	57.40	\$	88.35	\$	30.95
General Fund	4	24.28	Ş	30.35	\$	6.07
Distributed to GIS	4	16.00	S	17.45	· 45	1 45
Retained GIS	s	1.00	· S	1.00	. 45	
Total RHSP collected	s	9.00	S	18.00		00
Retained RHSP to Automation	s	0.50	S	0.50		3.6
Retained RHSP to General Fur	\$	0.50	· s	0.50		
Automation Fund	s	6.12	S	7.79	· 40	1 67
Document Storage	\$		\$	9.75	. \$	9.75
Prior Predictable	\$		s	3.00	. \$	3.00
					-	5

18,397 \$ 18,397 \$	Recommended Distribution			Est Volume	Est	Est Value
\$ 19.04 18,397 \$	To General Fund	\$	33.85	18,397	Ş	622 734 06
18 397 \$	To Special Fund	Ş	19.04	18 397		350 206 27
18 397 ¢	G G			100'07	7	15.062,000
10:01	10 GIS	ς,	17.45	18.397	·V	321 112 68

55 ILCS 5/3-5018.2 Non-Standard	tandard					
	Prior		1	Actual	U	Change
Summary	\$	69.35	\$	115.70	\$	46.35
					To the second	
General Fund	\$	36.23	Ş	60.70	v	70.00
Distributed to GIS	\$	16.00	ۍ	17.45	٧ ٠	1 45
Retained GIS	\$	1.00	. 5	1 00	· •	1.43
Total RHSP collected	\$	9.00	. 45	18.00	· ·	6
Retained RHSP to Automa	\$	0.50		0.50	.	9.60
Retained RHSP to General	\$	0.50	٠	0.50	, •	
Automation Fund	\$	6.12	·	7.79	· •	1 67
Document Storage	\$		\$	9.75	~	9.75
Prior Predictable	\$		ş			

Recommended Distribution	uc	Est Volume	۳	Est Value	1
T G	\$ 61.20	5(20 \$	3,059.98	
lo special Fund	\$ 19.04	5(S C	952.05	_
o GIS	\$ 17.45	5(\$	872.73	_

			Service of the servic		The state of the s	
	Prior		A	Actual		Change
Summary	\$	45.40	\$	69.35	\$	23.95
General Fund	s	21.78	ş	30.35	v	2 57
Distributed to GIS	\$	16.00	٠ ٧	17.45	· •	1 15
Retained GIS	\$	1.00	·	1.00	· •	4
Total RHSP collected	\$		ķ	1	. •	
Retained RHSP to Automation	\$		Ş			
Retained RHSP to General Fur	S				٠ ٠	•
Automation Fund	٠	6.62	· 4	7.79	٠ د	1.17
Document Storage	s		\$	9.75	Ş	9.75
Prior Predictable	\$	ı	\$	3.00	٠ ٧	3.00

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146.04

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Change

Actual

Prior \$

55 ILCS 5/3-5018.2 (d) Plat, Subdivisions

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Distributed to GIS

Retained GIS

General Fund

Summary

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Retained RHSP to Automar Statement Retained RHSP to General Statement Statement Retained RHSP to General Statement Retained RHSP to General Statement RHSP to General Statemen

Total RHSP collected

1.67

s

9.75

6.12 | \$

\$ \$

Document Storage

Prior Predictable

Automation Fund

\$ \$

0.50 \$

Recommended Distribution Est Volume To General Fund \$ 33.35 424 To Special Fund \$ 18.54 424 To GIS \$ 16.00 424

Recommended Distribution	bution	Est	Est Volume	F	Fst Value
To General Fund	\$ 91.55		103		0 470 50
To Canala F.	+		201	}	2,423.30
10 Special Fund	\$ 18.04	D C	103	V	1 859 22
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10 615	\$ 17.45	15	103	V	1 707 02
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REVENUE	THE STATE OF THE S	
Number of recorded documents	18974	18974 Fee Review Data
Current Fee per document	\$ 16.00	16.00 Fee Review Data
Total Fees recording in last fiscal year		303,584.00 Volume multiplied by Fee
Total Revenue	\$	oo ka sandara
EXPENSE		
Total Expense \$	\$ 331,184.00	
Results		
Current GIS Dept Revenue per unit	16.00	16.00 Fee Boxion Pata
Reported Expense	22110400	i ce iveview Data
		331,104.00 total expense / total volume
Gap	\$ 27,600.00	
Required Fee increase	\$ 1.45	1.45 Gan / Volume
Plus fees paid by third party	\$	
Portion distributed to GIS	\$ 17.45	
Portion retained by Recorder	\$ 1.00	
Total GIS Fee	18 AE	

Clerk Fee Distribution

The following tables outline the current fees and actual expenses. Illinois statute allows Tazewell County to recover up to the actual amount. The recommended distributions are based on Bellwether's understanding of Tazewell County's financial system use for funds distribution.

Counties may either claim the full amount in their fees or round them down. Rounding up is not allowed as it would result in recovering more than the actual cost of service.

TOTAL VALUE PER FUND		
	AND	
General Fund	√	180 672 17
	}	74.0/0/27
Automation / Doc Storage	V	00 681 0
	}	0,407.00

Estimated revenues are based on the projected volume and are subject to change. Bellwether recommends conservative budgeting for the first year.

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Automation	\$	2.00	\$ 2.00	. \$	\$ 256.00	County indirect for tax software) ·	00.00	18.06	18.Ub > 84,488.22
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			-	•	•	Other	•				

Bellwether experience has shown that the processes for registering a New Business Name are indistinguishable from changing a Business Name. Our formula uses a standard time-on-task for both functions. Counties may consider having a single fee "Registration / Changes to Business Name",

Non-Statutory Fees

defined in statute, these services are considered valuable by the public as they seek to conduct business with the County. In general, the It is not unusual for the County Clerk to have accommodation services for the public including photocopy and notary services. While not associated fees are intended to recover the County's expenses. In some instances, the pricing of these services has been set to prevent routine use by businesses who regularly conduct business with the county.

Service	Cost Component	Estimated Actual Cost (rounded Basis for Distribution of Fees for Pase of collection)	Basis for Distribution of Fees
Db 0+0 d0		יכו במפר פו בפווברנוסוו)	
Filotocopy	Copy lease, paper, labor	\$1.00 per page	Copy leases, paper and labor are
			naid from the Concest Fired
Notary Public		11	המות ווסוון נווב סבוובו מו במוס
	cei tillcation, materials, labor	\$5.00 per stamp*	Employee certification and labor
			are paid from the General Fund .

^{*}Local Notary services in Pekin currently charge \$5.00 per stamp.

Attachment A - Sample County Board Action on Clerk Fees

"justified by an acceptable cost study showing that the fees allowed by this Section (55 ILCS 5/4-4001) are not sufficient to cover the costs of WHEREAS, 55 ILCS 5/4-4001 provides that the statutory County Clerk fees may be increased by the County Board if an increase is providing the services"; and WHEREAS, both 55 ILCS 5/4-4001 require a statement of the costs of providing each service, program and activity be prepared and be part of the public record; and WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by Bellwether, LLC. has been prepared; and

WHEREAS, 410 ILCS 535/25 directs the County Clerk to collect \$2.00 for the Death Certificate Surcharge Fund and \$2.00 for the Cemetery Oversight Licensing and Disciplinary Fund added to each certified Death Certificate; and

WHEREAS, 55 ILCS 5/4-4001 directs the County Clerk to collect \$5.00 added to each Marriage and Civil Union License for the Domestic Violence Fund; and WHEREAS, 55 ILCS 5/4-4001 provides authority to the County Board to establish a County Clerk's Automation Fund and collect a \$3.00 fee for each copy of a certified document produced by the County Clerk; and

WHEREAS, based on the Bellwether, LLC study and the recommendation of the County Clerk, and the County Board agrees that the County Code should be amended to change and establish the fees charged by the Tazewell County Clerk.

NOW, THEREFORE, BE IT ORDAINED that the County Code is amended as follows:

INSERT NEW FEE SCHEDULE HERE

Attachment B - Sample County Board Action on Recorder Fees

"justified by an acceptable cost study showing that the fees allowed by this Section (55 ILCS 5/3-5018) are not sufficient to cover the costs of WHEREAS, 55 ILCS 5/3-5018 provides that the statutory County Recorder fees may be increased by the County Board if an increase is providing the services"; and WHEREAS, 55 ILCS 5/3-5018 requires a statement of the costs of providing each service, program and activity be prepared and be part of the public record; and

WHEREAS, 55 ILCS 5/3-5018 provides authority to the County Board to establish a County Recorder's Automation Fund to collect a \$x.xx fee for each document recorded by the Recorder; and WHEREAS, 55 ILCS 5/3-5018 provides authority to the County Board to establish County Recorder's Document Storage Fund collect a \$x.xx for document storage for each document recorded by the Recorder; and

WHEREAS, 55 ILCS 5/3-5018 provides authority to the County Board to establish a County GIS Fee of \$xx.xx County Recorders to collect with \$1.00 retained in the County Recorder Automation Fund; and WHEREAS, 55 ILCS 5/3-5018 directs the County Board to collect a Rental Housing Support Program Fee of \$18.00 for each document recording reflecting financial value, \$.50 of which shall be deposited each in the Recorder's Automation Fund and General Fund; and

WHEREAS, 55 ILCS 5/3-5018 requires an established predictable fee for standard documents and said fee is set at \$3.00; and

WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by Bellwether, LLC. has been prepared; and

WHEREAS, based on the Bellwether, LLC study and the County Board agrees that the County Code should be amended to change and establish the fees charged by the Tazewell County Clerk.

NOW, THEREFORE, BE IT ORDAINED that the County Code is amended as follows:

INSERT NEW FEE SCHEDULE HERE

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 the salary for the office of the County full-time Chief Public Defender; and

WHEREAS, 55 ILCS 5/3-4007 requires that counties employing a full-time public defender set the annual compensation of said full-time Public Defender in an amount at least 90% of the annual compensation set for the County's State's Attorney; and

WHEREAS, the County of Tazewell employs a full-time Public Defender; and

WHEREAS, the compensation for the office of State's Attorney received a cost of living increase effective July 01, 2023.

THEREFORE BE IT RESOLVED, effective July 01, 2023, the annual compensation of the County's full-time Public Defender position shall be set at \$177,692.80, an amount 90% of the annual compensation set for the State's Attorney as of July 01, 2023.

BE IT FURTHER RESOLVED, that the County Clerk notify the County Board Office, Public Defender, Payroll, Finance, and the Human Resources Department of this action.

Tazewell County Board Chairman

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

130

Notice of Annual Salary Reimbursement COLA for State's Attorneys and Public Defenders



TAZEWELL COUNTY TREASURER
ATTN: ANGIE GANDY
11 S 4TH ST STE 203
PEKIN IL 61554-4281

June 15, 2023

Letter ID: L2107036488

Fiscal Year:

2024

Effective Date:

7/1/2023

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2024 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary and reimbursement amounts.

Base Salary

4.6% COLA

Salary

\$188,753.77

\$8,682.67

\$197,436.44

A summary of the reimbursable amount is below. Per 55 ILCS 5/4-2001, the State of Illinois shall furnish 66 2/3% of the total annual compensation to be paid to each state's attorney in Illinois based on the salary in effect on December 31, 1988, and 100% of the increases in salary taking effect after December 31, 1988. For this reason the reimbursable amounts below may be less than the actual salary paid as provided above.

State's Attorney Salary Reimbursement

		Total Reimbursement	Monthly Reimbursement
1.	State's Attorney Salary:	\$175, 6 05.4 4	\$13,910.23
2.	ASA - Mental Health Institution:	\$0.00	\$0.00
3.	ASA - Higher Education Facility:	\$7,200.00	\$600,00
	Total	\$182,805.44	\$14,510.23

Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be \$177,692.80. Your new monthly public defender's reimbursement amount will be \$9,870.83. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION ILLINOIS DEPARTMENT OF REVENUE PO BOX 19033 SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov

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 the salary for the Tazewell County Sheriff; and

WHEREAS, 55 ILCS 5/3-6007.5 requires that counties employing a full-time Sheriff set the annual compensation of said full-time Sheriff in an amount at least 80% of the annual compensation set for the County's State's Attorney; and

WHEREAS, the State shall furnish 66 2/3% of the total annual salary to be paid to a sheriff and said amounts furnished by the State shall be payable monthly by the Department of Revenue out of the Personal Property Tax Replacement Fund or the General Revenue Fund to the county in which the sheriff is elected or appointed; and

WHEREAS, the County of Tazewell employs a full-time Sheriff; and

WHEREAS, the compensation for the office of State's Attorney received a cost of living increase effective July 01, 2023; and

WHEREAS, receipt of any stipend from the State of Illinois under 55 ILCS 5/4-6003, currently \$6,500.00 will not be included in the calculations of salary paid from Tazewell County.

THEREFORE BE IT RESOLVED, effective July 01, 2023, the annual compensation of the County's full-time Sheriff position shall be set at \$157,949.15, an amount 80% of the annual compensation set for the State's Attorney as of July 01, 2023.

BE IT FURTHER RESOLVED, that the County Clerk notify the County Board Office, Sheriff, Payroll, and the Human Resources Department of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Yazewell 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 make changes and additions to the County's Health Insurance Plan document; and

WHEREAS, there have been no changes to the calendar year dental maximum benefit and the orthodontia lifetime maximum benefit since 2009; and

WHEREAS, as outlined in the attached dental summary of benefits, the recommended changes to the current plan are as follows effective December 1, 2023:

- 1. The calendar year maximum benefit for Class 1, Class 2, and Class 3 services will be increased from \$1,000 to \$2,000.
- 2. Class 4 Services (Orthodontics) will change from a \$1,000 lifetime maximum benefit per family to a \$2,000 calendar year maximum benefit for each dependent under the age of 23.

WHEREAS, additions to the current medical plan are as follows effective December 1, 2023:

- Over-the-Counter (OTC) breast pumps will be covered by the medical plan up to \$400 per pregnancy in addition to the current coverage of medical grade breast pumps.
- 2. Add coverage for the initial purchase of a wig to include alopecia patients and burn victims in addition to coverage of a wig after chemotherapy or radiation therapy.

WHEREAS, as outlined in the attached dental summary of benefits, the recommended changes to the current plan are as follows effective December 1, 2024:

1. Class 4 Services (Orthodontics) will change from dependents under the age of 23 to dependents under the age of 21.

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

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

PASSED THIS 31st DAY OF January, 2024.

ATTEST:

Couptý Člérk

Courty Board Chairman

AMENDMENT TO THE RESTATED 2021 PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION FOR THE TAZEWELL COUNTY HEALTH CARE PLAN

BY THIS AGREEMENT, the Plan Document and Summary Plan Description is hereby amended in the following particulars, effective **December 1, 2023**.

1. Within the SUMMARY OF BENEFITS section, the Summary of Benefits - Dental is replaced with the following:

Calendar Year Deductible For Class 2 and Class 3 Services	
Individual	\$75
Family Unit	\$100
Calendar Year Maximum Benefit For Class 1*, Class 2 & Class 3 Services	\$2,000
Calendar Year Maximum Benefit For Class 4 Services	\$2,000

^{*} Does not apply to oral exams, prophylaxis (cleaning) or x-rays.

Covered Dental Expenses:	Member Pays	Limits
Class 1 Services (Preventive Care)	0%	See Dental Benefits section
Class 2 Services (Repair and Restoration)	20%	See Dental Benefits section
Class 3 Services (Major Dental Repair)	50%	See Dental Benefits section
Class 4 Services (Orthodontics)* *Limited to Dependents under age 23	50%	See Dental Benefits section

2. Within the **DENTAL BENEFITS** section, the tables are <u>replaced</u> with the following:

Calendar Year Deductible For Class 2 and Class 3 Services	
Individual	\$75
Family Unit	\$100
Calendar Year Maximum Benefit For Class 1*, Class 2 & Class 3 Services	\$2,000
Calendar Year Maximum Benefit For Class 4 Services	\$2,000
Page not analysts and see the second	Ψ2,00

^{*} Does not apply to oral exams, prophylaxis (cleaning) or x-rays.

Covered Dental Expenses:	Member Pays
Class 1 Services (Preventive Care)	0%
Class 2 Services (Repair and Restoration)	20%
Class 3 Services (Major Dental Repair)	50%
Class 4 Services (Orthodontics)* *Limited to Dependents under age 23	50%

BY THIS AGREEMENT, the Plan Document and Summary Plan Description is hereby amended in the following particulars, effective **December 1, 2024**.

1. Within the SUMMARY OF BENEFITS section, the Summary of Benefits - Dental is replaced with the following:

Covered Dental Expenses:	Member Pays	Limits
Class 4 Services (Orthodontics)* *Limited to Dependents under age 21	50%	See Dental Benefits section

2. Within the **DENTAL BENEFITS** section, the tables are <u>replaced</u> with the following:

Covered Dental Expenses:	Member Pays
Class 4 Services (Orthodontics)* *Limited to Dependents under age 21	50%

undersigned of TAZEWELL COUNTY hereby certifies that the aforementioned resolutions were adopted by tl EWELL COUNTY HEALTH CARE PLAN . The undersigned further certifies that this document is a true copy ndment of the Restated 2021 Plan Document and Summary Plan Description.	ihe of
(Name)	
(Title)	
(Date)	
well County Health Care Plan Amendment	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to create a position to serve as a Substance Use Disorder Counselor; and

WHEREAS, the proposed job description has been reviewed by Korn Ferry and it is recommended to be a Grade 15; and

WHEREAS, the position will be paid out of the National Opioid Settlement Fund; and

WHEREAS, sufficient funds are available in the FY24 budget for the position.

THEREFORE BE IT RESOLVED by the County Board that the job description is approved and the Circuit Court is authorized to hire a Substance Use Disorder Counselor.

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County Job Description



Job Title:

Substance Use Disorder Counselor

Department:

Tazewell County Courts

Reports to:

Tazewell County Drug Court Judge

FLSA Status:

Exempt, Full-Time

Affiliation:

Non-Union

Grade:

15

Prepared Date:

January 15, 2024

SUMMARY: The Substance Use Disorder Counselor is responsible for the client's treatment process as well as serving the client with consultation and guidance throughout treatment through the Tazewell County Substance Use Education Program.

JOB RELATIONSHIP: Appointed by the Tazewell County Circuit Court Judge and Tazewell County Sheriff and under the direct supervision and direction of Tazewell County Courts and Probation.

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

- Serve as the primary counselor for the Tazewell County Substance Use Education Program.
- Review assessments in order to fully understand the client and define those problems particular to the client.
- Meet with the client's family and/or significant others as appropriate.
- Educate and offer suggestions for how they best can support the client's recovery program.
- Make referrals to community resources as needs are assessed.
- Coordinate the development of Individualized Treatment Plans including identification of problems, objectives and treatment methods with the client.
- Documentation of regular Progress Notes to reflect progress in achieving treatment objectives.
- Update treatment plan according to client's treatment progress and needs throughout the treatment process and document in treatment plan section in client's chart.
- Coordinate, facilitate communication for the client with attorneys, probation officers, mental health providers, etc. and document all communication in client file.
- Refer client to appropriate resources for support after discharge from the program.

- Facilitate development of a comprehensive Discharge Plan for the client and the family.
- Maintain current knowledge of behavioral managed care and the precertification and utilization review activities necessary to obtain treatment approval.
- Provides statistical data or special reports as required.
- Continue professional development and involvement in professional activities that enhance clinical practice by sharing knowledge through networking and research.
- Demonstrate knowledge that patient and workplace safety is a priority by preventing errors, accidents and infections and reporting potential or actual concerns immediately.
- Develop, promote and maintain a good relationship with self-help programs such as AA, NA and Al-Anon.
- Perform other duties as assigned.

SUPERVISORY RESPONSIBILITIES: No supervisory duties.

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

- Must have effective public relations skills.
- Ability to complete tasks with little supervision.
- Ability to maintain confidentiality with sensitive information.
- Must have excellent organization and record keeping skills.

EDUCATION and /or EXPERIENCE:

- Bachelor's degree in psychology, social work, counseling or a related field required; Master's degree in psychology, social work, counseling or a related field preferred
- A minimum of at least two (2) years of prior experience in the addictions field, counseling field and/or related field

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

CERTIFICATES, LICENSES, REGISTRATIONS: CADC or LPC, or Licensed Professional Counselor required upon hire OR Licensed Professional Counselor (LCPC) or Licensed Clinical Social Worker (LCSW) within two (2) years of hire.

REASONING ABILITY: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret industry-driven data. Must have the ability to manage multiple projects paying strong attention to detail, and to liaison/network with other departments and agencies.

LANGUAGE SKILLS: Ability to read and interpret industry periodicals, professional journals as well as state and federal regulations. Ability to write reports, correspondence, and clinical notes. Ability to effectively present information and respond to questions. Must possess excellent communication skills.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The employee is frequently required to stand, walk, sit, use hands as well as reach with hands and arms.
- The employee may infrequently lift and/or move more than 20 pounds.
- Ability to operate standard office equipment.
- Talk and hear in person as well as on telephone.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- The employee may be exposed to angry and/or hostile individuals involved in the criminal judicial system.
- Employees may be exposed to stressful situations while working with management, officials, law enforcements, first responders, medical professionals, jail detainees, and the general public.
- Must be able to maintain a calm and professional demeanor.

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

3

COMMITTEE REPORT

RM-24-01

Mr. Chairman and Members of the Tazewell County Board:

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

AMENDED

RESOLUTION

WHEREAS, the County's Risk Committee recommends to the County Board to approve the First Amendment to the Insurance Broker Services Agreement with Envision Insurance Group; and

WHEREAS, the County entered into a two-year Insurance Broker Services Agreement with Envision Insurance Group to secure professional insurance brokerage services relating to the placement of Tazewell County's commercial property and casualty insurance programs with a commencement date of December 1, 2023; and

WHEREAS, Envision Insurance Group has offered to reduce the fee owed by the County for the 2023/2024 annual coverage term to \$100, given the extra costs associated with the cyber incident settlement with CFC, USA, and

WHEREAS, the County and Envision Insurance Group agree to extend the agreement to add a third coverage year term for 2025/2026.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer, the HR Director, Envision Insurance Group, and the Auditor of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

FIRST AMENDMENT TO INSURANCE BROKER SERVICES AGREEMENT BETWEEN TAZEWELL COUNTY, ILLINOIS AND ENVISION INSURANCE GROUP

This First Amendment to the Insurance Broker Service Agreement (the "Amendment") is by and between the County of Tazewell, State of Illinois ("County") and Envision Insurance Group ("Broker"), an Illinois Corporation whose principal office is located at 150 South Main Street, Suite B, Morton, IL 61550.

RECITALS

WHEREAS, the County and Broker entered into an Insurance Broker Service Agreement ("Agreement") to secure professional insurance brokerage services relating to the placement of Tazewell County's commercial property and casualty insurance programs with a commencement date of December 1, 2023; and

WHEREAS, the County entered into a settlement with CFC, USA in response to a cyber event; and

WHEREAS, the Broker has offered to reduce the fee owed by the County for the 2023/2024 annual coverage term given the extra costs associated with the settlement with CFC, USA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- This Amendment and the Agreement shall for all purposes be deemed to be one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall control. Except as expressly defined herein, all words and phrases defined in the Agreement shall have the same meaning in this Amendment as was ascribed to the words and phrases in the Agreement.
- 2. Section III of the Agreement regarding fees shall be amended as follows:

For the services provided by the Broker pursuant to the Agreement, the County agrees to pay Broker a fee of ONE HUNDRED DOLLARS (\$100.00) for the 2023/2024 annual coverage term, and TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$28,000.00) for the 2024/2025 annual coverage term. Each payment shall be as follows:

- 1. \$100.00 not later than March 1, 2024,
- 2. \$14,000.00 not later than December 1, 2024; and
- 3. \$14,000.00 not later than May 1, 2025.

The payments for the 2024/2025 annual coverage term represent prepayment of services to be provided during the six months following the payment due

date.

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

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

3. Except as modified by this Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS HEREOF, the undersigned have executed this Amendment as of the date of the last signature below.

County of Tazeryell	Envision Insurance Group
Ву:	By:
Title:	Title:
Date:	Date:

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Tazewell County Board recognizes County employee indicated herein for their years of loyal service to Tazewell County Government and is proud to present each employee with a Certificate of Appreciation; and

FY 2023 Service Recognition by Department

Jim D Garls	Buildings & Grounds	5 Years
Walter W Loberg	Buildings & Grounds	10 Years
Julie A Young	Circuit Clerk	25 Years
Kevin M Bresnahan	Community Development (ZBA)	5 Years
Charles R Hanley	Coroner	5 Years
Jeffrey J Young	County Administration	10 Years
William W Atkins	County Board	5 Years
Gregory Longfellow	County Board	5 Years
Michael L Harris	County Board	25 Years
Greg Sinn	County Board	35 Years
Daniel Sullivan	County Clerk/Recorder	5 Years
Dayna M Buck	County Clerk Reorder	5 Years
Deanne L Underwood	County Clerk/Recorder	5 Years
Teresa A Melvin	County Clerk/Recorder	15 Years
Patricia K Shields	Court Services	20 Years
Michelle L Stealy	Court Services	20 Years
Daymon L Aeilts	Court Services	25 Years
Eric M Quiram	Court Services	25 Years
Dawn M Cook	EMA	30 Years

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Sherri R Dierker	Finance Department	20 Years
Glen A Evans	Health Department	5 Years
Carline L Ehrett	Health Department	5 Years
Jamie J Webb	Health Department	5 Years
Megan S Leeper	Health Department	5 Years
Elizabeth A Scheuermann	Health Department	5 Years
Rhonda R Stoops	Health Department	5 Years
Diane S Harms	Health Department	10 Years
Amanda R Hunt	Health Department	10 Years
Andrew R Johnson	Health Department	15 Years
Elizabeth D Beachy	Health Department	20 Years
Ashley D Purdy	Health Department	20 Years
Kerri Viets	Health Department	25 Years
Janet S Johnson	Health Department	30 Years
Michele D Scharping	Health Department	30 Years
Dirk S Zimmerman	Highway	5 Years
Michael P Hagerty	Highway	45 Years
Debbie A Harper	Public Defender	5 Years
Joseph J Bembenek	Public Defender	10 Years
Julie A Keller	Public Defender	10 Years
Peter J Lynch	Public Defender	10 Years
Matthew Hoppock	Public Defender	15 Years
Aimee E Dluski	Public Defender	20 Years
Tyler L Clark	Sheriff's Office	5 Years
Austin D Gillespie	Sheriff's Office	5 Years
Randy W Vest	Sheriff's Office	5 Years
Michael E Brenkman	Sheriff's Office	5 Years
Bradley P Everett	Sheriff's Office	5 Years
Brodie D Oberle	Sheriff's Office	5 Years
James T Arrowood	Sheriff's Office	5 Years
	4.0	

Richard E Mendenhall

ETSB

20 Years

Theresa L Fardel	Sheriff's Office	10 Years
Michael J Kirk	Sheriff's Office	10 Years
Chris P Petsas	Sheriff's Office	10 Years
Tyler J Hoog	Sheriff's Office	15 Years
Michael A Taylor	Sheriff's Office	15 Years
David E Harper	Sheriff's Office	20 Years
Angela D Kolesar	Sheriff's Office	20 Years
Lisa M Linton	Sheriff's Office	20 Years
Jennifer J Stanton	Sheriff's Office	20 Years
Jacob M Tucker	Sheriff's Office	20 Years
James A Brown	Sheriff's Office	25 Years
George D Glover	Sheriff's Office	25 Years
Marc C Rabb	Sheriff's Office	25 Years
Jozef R Szadkowski Jr	Sheriff's Office	25 Years
Ryan D Tarby	Sheriff's Office	25 Years
Aliesha N Graves	State's Attorney's Office	5 Years
Sarah R Lavin	State's Attorney's Office (CAC)	5 Years
Christina S Payne	State's Attorney's Office	5 Years
Cassandra E Mullikin	State's Attorney's Office	10 Years
Michael P Holly	State's Attorney's Office	20 Years
Todd A Mutchler	State's Attorney's Office	30 Years
Sherlyn R Cleaver	State's Attorney's Office	25 Years
Kimberly A Hoyland	Supervisor of Assessments	10 Years

THEREFORE BE IT RESOLVED that the County Board extends its appreciation to these employees of Tazewell County Government.

PASSED THIS 31st DAY OF January, 2024.

ATTEST:

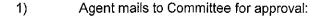
County∕Clerk

County Board Chairman

INSTRUCTIONS FOR TAZEWELL COUNTY RESOLUTIONS

(*** Please keep this copy with packet until routing is complete ***)

Revised: March 2018



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

2) Committee:

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

3) County Board:

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

4) County Treasurer:

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

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

INSTRUCTIONS FOR TAZEWELL COUNTY RESOLUTIONS

(*** Please keep this copy with packet until routing is complete ***)

Revised: March 2018

- 1) Agent mails to Committee for approval:
 - a) Original resolutions with appropriate disbursement checks attached to each
 - b) Monthly Resolution List
- 2) Committee:
 - a) Reviews resolutions and submits to full County Board
 - b) Resolution List is presented to County Board Members in their monthly packet
- 3) County Board:
 - a) Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption
 - b) Chairman signs each resolution
 - c) County Clerk seals and attests each resolution
 - d) Retains original of each resolution and copies each executed resolution 2 times
 - e) Delivers to Treasurer 2 copies of each resolution with all checks
- 4) County Treasurer:
 - a) Signs all checks
 - b) Retains one copy of each resolution
 - c) Retains Treasurer's check(s) for deposit
 - d) Forwards Clerk's check (if any) to Clerk
 - e) Returns 1 copy of each resolution with Agent, Auctioneer, Recorder, Secretary of State and Purchaser refund check (if any) to:

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

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Page 1 of 1		Treasurer	274.41	\$274.41			
Ω,	Misc/	Overpmt	0.00	\$0.00	\$0.00	\$341.81	
		Agent	475.59	\$475.59			
	County Recorder/ Clerk Auctioneer Sec of State	Allow is also	67.40	\$67.40	Clerk Fees Recorder/Sec of State Fees	Total to County	
123	Auctioneer		0.00	\$0.00	der/Sec of	Tota	
vember 20	County Clerk		00.00	\$0.00	Recor		
olution List - No	Total Collected		817.40	\$817.40			
Tazewell County Monthly Resolution List - November 2023	Parce(#	13-12-15-102 004	100-001-01-01-01	Totals			
	Account Name	AMBER HARPER					Committee Members
	Туре	SAL					
}	Account	11-23-001 0823060R SAL					
	¥S .	11-23-001					



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

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

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-15-103-001

As described in certificates(s): 001174 sold October 2008

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

WHEREAS, AMBER HARPER, KRISTI GIBBS, has bid \$817.40 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$274.41 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$817.40.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$274.41 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 31st day of January, 2024

ATTEST:

SALE TO NEW OWNER

11-23-001

BOARD CHAIRMAN

EXACTLY FOUR HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY-NINE CENTS ONLY PAY TO THE Joseph E. Meyer & Assoc Inc I.D. NO. DATE **AMOUNT** ORDER Tazewell County Tax Agent 0823060R OF 10/31/2023 \$475.59 FOR Sale-AMBER HARPER 11-23-001 SECURITY FEATURES INCLUDED. DETAILS ON BACK **VOID AFTER 180 DAYS** #071102568# 00343420# FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPHINTING IN THE BOFDE TAZEWELL COUNTY **BUSEY BANK** 2732 TRUSTEE PAYMENT ACCOUNT PEKIN, IL 61554 70-232-711 EXACTLY TWO HUNDRED SEVENTY-FOUR DOLLARS AND FORTY-ONE CENTS ONLY PAY TO THE Tazewell County Collector DATE AMOUNT ORDER 0823060R OF 10/31/2023 \$274.41 FOR Sale-AMBER HARPER SECURITY FEATURES INCLUDED. DETAILS ON BACK VOID AFTER 180 DAYS # 000 273 2m **O71102568** 00343420# . Fonsecubinyeurposes:Thefaceof.Thisidocumenticontains/accorredbackground/and/incrophintivg||nithedother TAZEWELL COUNTY **BUSEY BANK** 2733 TRUSTEE PAYMENT ACCOUNT PEKIN, IL 61554 70-232-711 **EXACTLY SIXTY-SEVEN DOLLARS AND FORTY CENTS ONLY** PAY TO THE Tazewell County Recorder I.D. NO. DATE AMOUNT ORDER 0823060R OF 10/31/2023 \$67.40 FOR Sale-AMBER HARPER 11-23-001

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

Page 1 of 1

Treasurer	274.41	\$274.41				
Misc/ Overpmt	00:00	\$0.00	Ç	\$67.40	\$341.81	
Agent	475.59	\$475.59				
County Recorder/ Clerk Auctioneer Sec of State	67.40	\$67.40	ָרָ מַסְּמָדְ מַסְּמָדְ	Recorder/Sec of State Fees	Total to County	
uctioneer	0.00	\$0.00		der/Sec of	Tota	
County Clerk A	00:00	\$0.00		Record		
Total Collected	817.40	\$817.40				
Parcel#	13-13-15-103-001	Totals				
Type Account Name	AMBER HARPER					Committee Members
Туре	SAL					
Account	11-23-001 0823060R SAL					
RES#	11-23-001					



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

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

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-15-103-001

As described in certificates(s): 001174 sold October 2008

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

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

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ADOPTED this 31st day of January , 2004

ATTEST:

LÉRK

SALE TO NEW OWNER

COUNTY BOARD CHAIRMAN

11-23-001

ROUTE TO TREASURER

Dear Treasurer,

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

Item#

Date Sold

<u>Purchaser</u>

Future Taxes Due Beginning

0823060R

08/25/2023

AMBER HARPER

January 1, 2024 payable 2025

Parcel(s) Involved: 13-13-15-103-001

Tazewell County - November 2023 Resolutions Sale Accounts with Potential Equity

TREASURER: The sale accounts listed below *may* have some equity related to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

We suggest you set aside the Potential Equity amount shown in the event a claim is made by the prior owner.

Our calculations are based on the limited information we have. We compare the County Auction proceeds to the final redemption amount. There may be additional taxes due for the current year and/or forfeitures that were not part of the original certificate. There may also be additional costs that we do not have in our data. These are only estimated amounts. Any sale accounts not shown on this report do not have potential equity, meaning the County Auction proceeds are less than the redemption amount. If no accounts are shown, then no current sale accounts have potential equity.

Auction	Parcel#	Sale	All County	Redemption	Potential
Item #		Amount	Proceeds	Amount	Equity
		Airiount	Proceeds	Amount	Equ

TAZEWELL COUNTY, Illinois

Resolution No. E-24-08

A Resolution of TAZEWELL COUNTY adopting the 2023 Tazewell County Multi-Jurisdictional Multi-Hazard Mitigation Plan

WHEREAS the TAZEWELL COUNTY EXECUTIVE COMMITTEE recognizes the threat that natural and man-made hazards, including severe thunderstorms, severe winter storms, floods, and tornadoes among others, pose to people and property within TAZEWELL COUNTY; and

WHEREAS a multi-hazard mitigation plan has been prepared, hereby known as the 2023 Tazewell County Multi-Jurisdictional Multi-Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, and the National Dam Safety Program Act, as amended; and

WHEREAS the 2023 Tazewell County Multi-Jurisdictional Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in TAZEWELL COUNTY from the impacts of future hazards and disasters; and

WHEREAS adoption by TAZEWELL COUNTY demonstrates its commitment to hazard mitigation and achieving the goals outlines in the 2023 Tazewell County Multi-Jurisdictional Multi-Hazard Mitigation Plan.

TAZEWELL COUNTY adopts the 2023 Tazewell County Multi-Jurisdictional Multi-Hazard Mitigation Plan and agrees to participate in the annual maintenance and evaluation of the Plan.

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

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

T/az

Mazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the Construction Change Request of Bishop Bros., Inc., for the access controls to the door operators at Doors 124 and 208 at the McKenzie Building; and

WHEREAS, the Construction Change Request will deduct \$2,785.00 from the project total; and

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

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

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

Tazewell County Board Chairman

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazgwell County Clerk

152

CHANGE ORDER NO: 4 INITIATION DATE: December 18, 2023 TO (CONTRACTOR): Bishop Brothers, Inc. P. O. Box 3854 2800 W. Alta Road Peoria, IL 61615 PROJECT: Tazewell County Accessibility Upgrades at Various Buildings Tazewell County, Illinois ARCHITECT'S PROJECT NO.: 2712-20 CONTRACT FOR: General Work CONTRACT DATE: December 1, 2022 You are directed to make the following changes in this Contract: Contractor shall deduct the amount for access controls to the door operators at Doors 124 and 308 at the McKenzie Building. This was previously approved under Change Order #2 and has now been removed from the Project. DEDUCT \$2,785.00 ATTACHMENTS: Contractor Breakdown Total Deduct to Contract Sum for this Change Order \$2.785.00 **************** Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time. The original Contract Sum was.....\$303,662.00 Net change by previously authorized Change Orders......\$ 4,514.60 The Contract Sum prior to this Change Order was......\$308,176.60 The Contract Sum will be decreased by this Change Order.... \$ (2,785.00) The new Contract Sum including this Change Order will be...\$305,391.60 The Contract Time will be (increased decreased unchanged) by () Days The Date of Substantial Completion as of the date of this Change Order therefore AUTHORIZED: ARCHITECT----- CONTRACTOR------~ OWNER~~~ Kenyon & Associates Kenyon & Associates Bishop Brothers, Inc. 6824 N. Frostwood Prkwy. P. 0, Box 8854 Tazewell Cou 11 S. 4th ite 432 Peoria, Peorila 61612 Pekin, II Ву Dat

CONSTRCUTION CHANGE REQUEST TO: 004 Project Name: Kenyon & Associates Taxewell County Accessibility Various Locations 6824 North Frostwood Parkway Address Tazewell County, Illinois Peoria, Illinois Contract Date: 11/10/2022 CONSTRCUTION CHANGE REQUEST RFP: 000 RFP Date: RFP Description: Date Submitted: CONTRACTOR LABOR MATERIAL DESCRIPTION MATERIAL Teufel Hunden Bectronics, Inc TOTAL 1,500.00 1,285.00 \$ 2,785.00 Porter Electric \$ 250.00 250.00 Bishop Bros Inc. \$ 192.00 SUPERVISION \$\$\$\$\$\$\$\$ 192.00 **SUB TOTAL** \$ 3,227.00 TAX (if applicable) BOND (if applicable) \$ 40.00 SUB TOTAL 3,267.00 **BBI OVERHEAD & PROFIT** \$ 326.70 TOTAL CONSTRCUTION CHANGE AMOUNT 3,593.70 This Change is submitted by: Stephen R. Bishop See attached break owns BISHOP BROS. DESIGNERS AND CONSTRUCTORS sbishoobbi@comcast.net PO Box 3854 309-243-5599 Peoria, Illinois 61612 FAX-243-5632

PROJECT PROPOSAL

Cistomer: Tazwell County McKenzie Building Address: 11 S 4th St #401 Pekin IL 61554 Phone: 309 477 2264 Contact: Phone: Justin Bishop, Bishop Bros Inc. 309 645 6887 Email: jbishop@bishopbrosconstrucion.com Salesman: Tyler Tippett Project No.: TCMB20230508



Teufel Hunden Electronics, Inc. 3420 Veterans Dr. Suite 363

Pekin, Il 61554

(309) 840-4904 phone

ļ	SCOPE
T	 Will install: New door controller for the Treasurer's office door Run communication cable from network closet to door controller Power supply for door strike at Treasurer's office door Disconnect and remove any access control device that will impede the installation of the new doors, two (2) doors. Reinstall all access control devices needed. Install new timer module to activate and deactivate the handicap buttons to protect the operator motors while in the locked condition. Test the system for proper operation when complete.
	 be responsible for: Access to building for system install Power ran to an outlet above the drop ceiling in approved enclosure outside of Treasures office City, county, state permits/license (if required) per site. Lifts if required.
	Thank you for the opportunity to provide this quote. Equipment Installation Labor Only Total Excluding Tax and Shipping, Valid for 30 Days (6/7/2023) Parts availability may exceed 90 days. \$1,285.00 \$2,785.00
	Accepted by: Date:

Page 1 of 3

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve:

- 1. A settlement with CFC USA, Inc., on behalf of State National Insurance Company, for the cyber insurance policy obtained for the County by Victor Insurance; and
- 2. The revised fiscal year 2024 cyber insurance premiums.

WHEREAS, the emergency need is the ability of the County to receive coverage from the policy and to ensure the County has adequate cyber insurance coverage for fiscal year 2024; and

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

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

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

PASSED THIS 31st OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

157

Tazewell County Board



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

December 6, 2023

Mr. John Ackerman Tazewell County Clerk Via hand delivery

Dear John:

I wish to declare an emergency under \S 33.13 Miscellaneous Provisions of the Tazewell County Code to approve:

- 1) A settlement with CFC USA, Inc. on behalf of State National Insurance Company, for the cyber insurance policy obtained for the County by Victor Insurance, and
- 2) The revised fiscal year 2024 cyber insurance premiums.

The emergency need is the ability of the County to receive coverage from the policy and to ensure the County has adequate cyber insurance coverage for fiscal year 2024.

Per the requirement in \S 33.13, the Board will consider a resolution approving this action at the January 31, 2024 meeting.

Please contact me if you have any questions.

Sincerely

David Zimmerman County Board Chairman

copy to:

County Board Members Brett Grimm, Auditor Hannah Clark, Treasurer

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the fifth and final invoice of Bishop Bros., Inc., for the ADA compliant improvements for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$22,445.50; and

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

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

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell/County Board Chairman



CERTIFICATE OF APPROVAL OF PAYMENT

DATE: January 2	, 2024	
AMOUNT OF THIS CE	ERTIFICATE:	Job #: 2712-20
\$ 22,445.50		TO: Tazewell County 11 South Fourth Street
Certificate No.	Five	Pekin, IL 61554
Contract Price	\$ 303,662.00	CONTRACTOR:
Extra Work	\$ 11,327.60	Bishop Brothers, Inc.
Total	\$ 314,989.60	FOR: Tazewell County Accessibility Improvements at Various Locations
Deductions	\$ 9,598.00	·
Balance	\$ 305,391.60	Based on visits to the job site and this Contractor's application for payment,
Total Former Certificates	\$ 282,946.10	the Architect certifies for payment the following amount on the basis of observation and data comprising the
Present Certificate	\$ 22,445.50	application for payment and pursuant to the terms of the contract.
Total	\$ 305,391.60	
Balance Including 10% Retainage	\$	Amount: Twenty-two thousand four hundred forty-five and 50/100ths DOLLARS
ne carnage	\$ none	
10% Retainage Withheld to Date	\$ none	BY: Tom Stocalon
Remarks:		KENYON AND ASSOCIATES ARCHITECTS, INC.
To be signed by th		**************************************
	we wromin amount of	this Cellificate.
		Contractor
		Date

Application and Certificate for Payment

TO OWNER: Tazewell County	PROJECT:		APPLICATION NO; 5
11 South Fourth Street	Tazewell County ADA	ntv ADA	•
Pekin, IL 61554			FENOU IO: 1226/23 OWNER
			CONTRACT FOR: General
FROM CONTRACTOR: Richan Broot Inc.			CONTRACT DATE:
POST SES	VIA ARCHITECT:	c :	PROJECT NOS:
PEURIA, IL 61612-2854			OTHER
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment as shown below is considered.	IENT		The undersigned Contractor certifies that to the best of the Contractor's knowledge, information
Continuation Sheet, AIA Document G703, is attached.	ii wili iie Conract		and better the Work Covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been raid by the Contract Documents.
1. ORIGINAL CONTRACT SUM	V	\$ 303,662,00	which previous Certificates for Parment whe issued and payments received from the Owner,
2. Net change by Change Orders			CONTRACTOR:
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		\$ 305 391 60	15 Inc. 15 15
4. TOTAL COMPLETED & STORED TO DATE (Column G on G7	03)		
5. RETAINAGE:			County of: Praise
a. 0.0 % of Completed Work			to before
(Column D + E) on G703)	\$ 0.00		methis & 6 day of Describer 2023
b. 0.0 % of Stored Material	1		1
(Column F on G703)	\$ 0.00		Notary Public: AAM Commission Consission Public Strate OF ILLINOIS
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	G703) \$	0.00	
6. TOTAL EARNED LESS RETAINAGE	ω	305.391.60	ARCHITECT'S CERTIFICATE FOR PAYMENT
(Line 4 less Line 5 Total)			in accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect partities to the Original Architect and the Company of th
ATES FOR PAYMENT	8	282,946.10	knowledge, information and belief the Work has progressed as indicated, the quality of the Work
(Line o from prior Certificate)			is in accordance with the Contract Documents, and the Contractor is entitled to payment of the
8. CURRENT PAYMENT DUE	\$	22,445.50	AMOUN I CERTIFIED.
9. BALANCE TO FINISH, INCLUDING RETAINAGE			AMOUNT CERTIFIED S 32, 445 50
(Line 3 less Line 6)	\$ 0.00		ount certified differs from the amount applied, Initial all figures on
			this Application and on the Continuation Sheet that are changed to conform with the amount
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	certified.)
Total changes approved in previous months by Owner	\$ 11,327.60	6,813.00	By MA SINCE
Total approved this Month	\$ 00.00	2,785.00	The state of the s
TOTALS	\$ 11,327.60 \$	9,598.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein Issuance nament and accordance of named to contract and accordance of named to contract and accordance.
NET CHANGES by Change Order	\$ 1,7	1,729.60	Applied the Owner or Contractor under this Contract.

AIA Continuation G703

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<u> </u>		,		WORK COMPLETED	Motorials	9		£	
No.	Description of Work	Scheduled Value	From Prev. Application	Amount This Period	Materials Presently Stored (not in D)	and Stored To Date (D+F)	% Compl. (Prev.)	Balance To Finish (Prev.)	Retainage (Prev.)
+	GENERAL (BBI)	0.00	0.00	0:00	00:0	00.0	G	5	5
0	Bonds & Insurance	4,810.00	4,810.00	00.0	0.00	4,810.00	\$	0.00	90.0
ო	Office Maintenance	4,000.00	4,000.00	0.00	0.00	4,000.00	8	0.0	00.0
4	Overhead & Profit	30,366.00	30,366.00	00.00	0.00	30,366.00	8	0.00	0.00
က	SUPERVISION	0.00	00:00	0.00	0.00	0.00	0	0.00	0.00
9	Marguette Heigh City Hall	1,200.00	1,200.00	0.00	0.00	1,200.00	\$	0.00	0.00
	Creve Coe Vill Hall	200.00	200.00	00.00	0.00	200.00	5	0.00	0.00
∞	Minier Viit Hall	500.00	200.00	0.00	0.00	900.00	100	0.00	0.00
o	Taze Count Count Hous	600.00	600.00	0.00	0.00	600.00		0.00	0.00
5	Taze Count Res. Center	1,000.00	1,000.00	00.00	0.00	1,000.00	5	0.00	0.00
Ξ	Taze Count Healt Dep	2,000.00	2,000.00	0.00	0.00	2,000.00	8	0.00	0.00
덛	Armington Vill Hali	1,000.00	1,000.00	00:0	0.00	1,000.00	5	0.00	0:00
<u>ٿ</u>	Hittle Township	200.00	200.00	00:00	0.00	500.00	5	0.00	0.00
4	Delavan City Hall	200.00	200.00	00:00	0.00	200.00	9	0.00	0.00
5	MeKenzie Building	2,000.00	2,000.00	00:0	0.00	2,000.00	5	0.00	00:00
5	Mackinaw Township	500.00	200.00	00.00	0.00	500.00	8	0.00	0.00
<u> </u>	Mackinaw Community Center	1,500.00	1,500.00	00.0	00.00	1,500.00	001	0.00	0.00
<u>~</u>	DUMPSTERS	800.00	800.00	00.00	00:00	800.00	5	0.00	0.00
6	HANDRIAL (H3) Armington	2,279.00	2,279.00	0.00	00:00	2,279.00	5	0.00	0.00
8	GENERAL TRADE	0.00	0.00	00:00	0.00	00.0	0	0.00	0.00
		,							
Page Totals	Totals	54,055.00	54,055.00	00.00	0.00	54,055.00	92	0.00	00.00

AIA Continuation G703

Application no.: 5
Application date: 12/13/23
Period to: 12/13/23

Architect's project no .:

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			WORK O	WORK COMPLETED	Materials	Total Compl.	8	100	
ttem No.	Description of Work	Scheduled Value	From Prev. Application	Amount This Period	Presently Stored (not in D)	and Stored To Date (D+F)	Compl. (Prev.)	Designos To Finish (Prev.)	Retainage (Prev.)
2	Marquette Height City Hall Mat	540,00	540.00	0.00	0.00	540.00	95	000	9
В	Marquette Height City Hall Lab	5,000.00	5,000.00	0.00	0.00	5,000.00	\$	00.0	900
ន	Creve Coeur VIII Hall Mat	140.00	140.00	0.00	0.00	140.00	9	0.00	2
24	Creve Coeur Vill Hall 1.ab	1,000.00	1,000.00	00:00	00.00	1,000.00	\$	0.00	0.00
722	Minier Vill Hail Lab	640.00	640.00	0.00	00:00	640.00	190	0.00	0.00
88	Taze Cou Court Hous Mat	500.00	200.00	0.00	0.00	500.00	100	0.00	0.00
27	Taze Cou Court Hous Lab	2,500.00	2,500.00	0.00	0.00	2,500.00	8	0.00	0.00
88	Taze Cou Resou Cen Mat	200.00	200.00	0.00	00.00	200.00	100	00.0	0.00
8	Taze Cou Resou Cent Lab	1,200.00	1,200.00	00:0	0.00	1,200.00	100	0.00	0.00
8	Taze Cou Healt Dep Mat	3,000.00	3,000.00	00.0	0.00	3,000.00	190	0:00	0.00
ल	Taze Cou Heatt Dep Lab	13,630.00	13,630.00	0.00	00.00	13,630.00	8	0.00	0.00
83	Armington Vill Hall Mat	3,720.00	3,720.00	00:00	0.00	3,720.00	5	0.00	0.00
8	Armington Vill Hall Lab	9,024.00	9,024.00	0.00	00.00	9,024.00	8	0.00	0.00
8	McKenzie Building Mat	1,000.00	1,000.00	0.00	0.00	1,000.00	8	0.00	0.00
35	McKenzie Building Lab	7,280.00	7,280.00	0.00	0.00	7,280.00	199	0.00	0.00
æ	Mackinaw Township Mat	220.00	220.00	0.00	00.00	220.00	100	0.00	0.00
37	Mackinaw Township Lab	720.00	720.00	0.00	0.00	720.00	190	0.00	0.00
88	Mackinaw Comm Cent Mat	3,300.00	3,300.00	0.00	0.00	3,300.00	100	0.00	00.00
88	Mackinaw Comm Cent Lab	7,050.00	7,050.00	0.00	00'00	7,050.00	100	0.00	0.00
4	Hittle Township Mat	1,440.00	1,440.00	0.00	0.00	1,440.00	5	0.00	0.00
Page Totals	otals	62,104.00	62,104.00	0.00	0.00	62,104.00	8	0.00	0.00
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AIA Continuation G703

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_:			WORK C	WORK COMPLETED	Materials	Total Compl.	ò	1	
No.	Description of Work	Scheduled Vatue	From Prev. Application	Amount This Period	Presently Stored (not in D)	and Stored To Date (D+F)	Compl. (Prev.)	To Finish (Prev.)	Retainage (Prev.)
4	Hittle Township Lab	8 FAB 00	00000						
		O COLOR	00.040,0	0.00	0.00	8,648.00	<u>\$</u>	0.00	0.00
4.7	Delavan City Hail Mat	220.00	220.00	00.00	0.00	220.00	56	00.0	0.00
a	Delavan City Hall Lab	720.00	720.00	0.00	0.00	720.00	9	0.00	0.00
2	DOORS & HARDWARE (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	00.0
£	Greve Coer VII Hall	1,875.00	1,875.00	00.00	0.00	1,875.00	<u>5</u>	00.0	0.00
46	Minier VIII Hall	1,864.00	1,864.00	00:00	0.00	1,864.00	190	0.00	00 0
47	McKenzie Building	2,750.00	2,750.00	0.00	00'0	2,750.00	9	000	5
84	Mackinaw Township	1,893.00	1,893.00	0.00	0.00	1,893.00	- 8	000	
49	Armington Vill Hall	516.00	516.00	0.00	0.00	516.00	5	0.00	000
8	Mackinaw Comm Center	1,424.00	1,424.00	0.00	0.00	1,424.00	5	0.00	0.00
51	Taze County Health	2,353.00	2,353.00	0.00	00.00	2,353.00	92	0.00	000
52	Hittle Township	1,424.00	1,424.00	00.00	00.00	1,424.00	5	0.00	0.00
S.	Delavan City Hall	1,879.00	1,879.00	0.00	0.00	1,879.00	9	0.00	0.00
2	OPERATORS (S&S)	00.0	00.00	0.00	0.00	00:0	•	0.00	0.00
55	Creve Coeur Vill Hall	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
26	Minier VIII Hall	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
27	Mckenzie Building	10,000.00	10,600.00	0.00	0.00	10,000.00	100	0.00	0.00
88	Mackinaw Township	2,500.00	2,500.00	0.00	0.00	2,500.00	8	0.00	0.00
29	Delavan City Hall	2,500.00	2,500.00	00.00	0.00	2,500.00	8	0.00	0.00
8	PARTITIONS (S&S)	00.00	0000	00.0	0.00	00.0	0	0.00	00.00
					·	-			
Page Totals	Totals	45,566.00	45,566.00	0.00	0.00	45,566.00	\$	0.00	0.00

AIA Continuation G703

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:			WORK O	WORK COMPLETED	Materials	Total Compl.	8	00000	
Y tem	Description of Work.	Schedufed Value	From Prev. Application	Amount This Period	Presently Stored (not in D)	and Stored To Date (D+F)	Compl. (Prev.)	Prev.)	Retainage (Prev.)
	Marquette Heights City Hall	4,312.00	4,312.00	0.00	0.00	4.312.00	100	000	8
8	Taze County Counthouse	175.00	175.00	0.00	0.00	175.00	5	0.00	900
8	McKenzie Building	2,112.00	2,112.00	0.00	0.00	2,112.00	8	000	000
8	Taze County Health	6,733.00	6,733.00	0.00	0.00	6,733.00	100	0.00	0.00
8	ACCESSORIES (S&S)	0.00	00.00	0.00	0.00	0.00	0	0.00	0.00
8	Marguette Heights City Hall	1,143.00	1,143.00	0.00	00.00	1,143.00	5	0.00	0.00
67	Mackinaw Comm Center	1,048.00	1,048.00	00:00	0.00	1,048.00	9	0.00	0.00
8	Taze County Resource	340.00	340.00	0.00	0.00	340.00	9	0.00	0.00
69	Taze County Health	1,504.00	1,504.00	0.00	0.00	1,504.00	9	0.00	0.00
9	Hitle Township	1,132.00	1,132.00	0.00	0.00	1,132.00	Ş	0.00	0.00
7	FLOORCOVERING (CICF)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
22	Mackinaw Com Cent Mat	600.00	00'009	0.00	0.00	600.00	8	0.00	0.00
R	Mackinaw Com Cent Lab	770.00	770.00	0.00	. 0.00	770.00	Ş	0.00	0.00
74	Taze Resource Mat	1,375,00	1,375,00	0.00	0.00	1,375.00	8	00.0	0.00
25	Taze Resource Lab	3,000.00	3,000.00	0.00	0.00	3,000.00	5	0.00	0.00
92	Armington Vill Half Mat	650.00	00:059	0.00	0.00	850.00	5	0.00	0.00
1	Amington Vill Half Lab	775.00	775.00	0.00	0.00	775.00	\$	0.00	0.00
82	Hittle Township Mat	650.00	920.00	0.00	0.00	650.00	8	0.00	0.00
ድ	Hittle Township Lab	805.00	805.00	0.00	0.00	805.00	8	0.00	0.00
8	Marquette Heights City Hall Mat	3,279.00	3,279.00	0.00	0.00	3,279.00	\$	0.00	0.00
Page Totals	otals	30,403.00	30,403.00	0.00	00'0	30,403.00	9	00.0	0.00

AIA Continuation G703

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-		Retainage (Prev.)	0.00	00:00	0.00	0.00	0.00	0.00	00:00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	00:00	0.00	00.00	0.00	00.00	0.00	0.00
I	O Constitution	To Firtish (Prev.)	0:00	0.00	0.00	00:0	0.00	00:00	0.00	0.00	0:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00:00
	8	Compl. (Prev.)	100	8	5	0	100	100	5	100	9	9	9	100	٥	5	5	8	9	100	100	홍	 90
9	Total Compl.	and Stored To Date (D+F)	2,200.00	1,200.00	2,725.00	0.00	450.00	4,350.00	450.00	4,350.00	800:00	5,000.00	400.00	3,400.00	0.00	200:00	4,800.00	1,600.00	5,900.00	1,190.00	00.000,8	400.00	45,625.00
ц	Materials	Presently Stored (not in D)	0.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00:00	0.00	0.00	00.0
Ш	MPLETED	Amount This Period	00:0	0.00	0.00	00.00	0.00	000	0.00	0.00	00:0	00:00	0.00	0.00	0.00	00.00	0.00	00.0	00.00	0.00	0.00	00.0	0.00
۵	WORK COMPLETED	From Prev. Application	2,200.00	1,200.00	2,725.00	0.00	450.00	4,350.00	450.00	4,350.00	800.00	5,000.00	400.00	3,400.00	00:00	200.00	4,800.00	1,600.00	5,900.00	1,100.00	6,000.00	400.00	 45,625.00
5		Scheduled Value	2,200.00	1,200.00	2,725.00	00:0	450.00	4,350.00	450.00	4,350.00	800.00	5,000.00	400.00	3,400.00	0.00	200.00	4,800.00	1,600.00	5,900.00	1,100.00	6,000.00	400.00	45,625.00
В		Description of Work	Marquette Heights City Hatl Lab	Taze County Health Mat	Taze County Health Lab	CONCRETE (Knapp)	Marguette Heights Mat	Marguette Heights Lab	Mackinaw Mat	Mackinaw Lab	Tremont Health Mat	Tremont Health Lab	Resource Cent Mat	Resource Cent Lab	PLUMBING (JC Dillon)	Hittle Township Mat.	Hittle Township Lab	Taz City Health Mat	Taz City Health Lab	Mackinaw Com Ctr Mat	Mackinaw Com Ctr Lab	Taz City Court Mat	state
4		Red So G	25	8	æ	\$	8	8	28	88	8	8	<u>ه</u>	83	8	25	8	88	97	8	8	8	 Page Totals

AIA Continuation G703

Application no.: 5
Application date: 12/13/23
Period to: 12/13/23

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			WORK CO	WORK COMPLETED	Materials	Total Compl.	8	Balance	
Mo.	Description of Work	Scheduled Value	From Prev. Application	Amount This Perfod	Presently Stored (not in D)	and Stored To Date (D+F)	Compl. (Prev.)	To Finish (Prev.)	Retainage (Prev.)
둳	Taz City Court Lab	4,700.00	4,700.00	00.0	0.00	4,700.00	5	0.00	0.00
102	Marquette Heights CH Mat	600.00	600.00	00.0	0.00	900:009	9	00.00	0.00
\$	Marquette Heights CH Lab	4,500.00	4,500.00	0.00	0.00	4,500.00	5	00.0	0.00
\$	Taz City Resource Mat	900'009	500.00	0.00	0.00	500.00	Ş	00:0	0.00
105	Taz City Resource Lab	3,500.00	3,500.00	00.00	0.00	3,500.00	8	00:00	0.00
106	PAINTING (Wright Way)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
107	Marquette Heights Maf	280.00	280.00	00.00	0.00	280.00	5	0.00	0.00
108	Marquette Heights Lab	2,520.00	2,520.00	0.00	0.00	2,520.00	19	0.00	00.0
1 09	Creve Coeur Vil Hall Mat	20.00	70.00	0.00	0.00	70.00	5	0.00	0.00
110	Creve Coeur Vii Hall Lab	630.00	630.00	0.00	0.00	630.00	130	0.00	0.00
£	Minier Vil Hall Mat	70.00	70.00	000	0.00	70.00	100	00.00	0.00
112	Minier Vil Hall Lab	630.00	630,00	00:0	0.00	630.00	8	00.0	0.00
113	Taze County CH Mat	130.00	130.00	0.00	0.00	130.00	90	0.00	0.00
41.	Taze County CH Lab	1,170.00	1,170.00	0.00	0.00	1,170.00	100	00.00	0.00
115	Mckenzie Build Mat	160.00	160.00	0.00	0.00	160.00	92	0.00	0.00
116	Mckenzie Build Lab	1,440.00	1,440.00	00:00	0.00	1,440.00	5	0.00	0.00
117	Mackinaw Com Cen Mat	410.00	410.00	0000	0.00	410.00	9	0.00	0.00
118	Mackinaw Com Cen Lab	3,690.00	3,690.00	00.0	0.00	3,690.00	92	0.00	0.00
130	Mackinaw Town Hall Mat	70.00	70.00	0.00	0.00	70.00	9	00.00	0.00
120	Mackinaw Town Hall Lab	630.00	630.00	0.00	0.00	930.00	5	0.00	0.00
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Page Totals	iotals	25,700.00	25,700.00	0.00	0.00	25,700.00	100	0.00	0.00
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AIA Continuation G703

Jobid: 22025 Tazewell County ADA

Application no.: 5
Application date: 12/13/23
Period to: 12/13/23
Architect's project no.:

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		1	WORK CO	WORK COMPLETED	Materials	Total Compl.	8	Rafance	
ltern No.	Description of Work	Scheduled Value	From Prev. Application	Amount This Period	Presently Stored (not in D)	and Stored To Date (D+F)	Compl. (Prev.)	To Finish (Prev.)	Retainage (Prev.)
12	Taze Resource Cen Mat	90.00	90:00	0.00	0.00	90.00	92	00.0	0.00
22	Taze Resource Cen Lab	810.00	810.00	00:00	0.00	810.00	196	0.00	0.00
123	Taz Heatt Dep Mat	260.00	560.00	00:0	0.00	260.00	8	0.00	0.00
124	Taz Heaft Dep Lab	5,040.00	5,040.00	0.00	0.00	5,040.00	5	0.00	0.00
125	Armington VR Hall Mat	190.00	190.00	0.00	0.00	190.00	5	0.00	0.00
8	Armington Vil Hall Lab	1,710.00	1,710.00	00:00	0.00	1,710.00	8	0.00	0.00
127	Hittle Town Hall Mat	340.00	340,00	0.00	0.00	340.00	100	0.00	00.00
128	Hittle Town Hall Lab	3,060.00	3,060.00	0.00	0.00	3,060.00	100	0.00	0.00
1 28	Delavan City Hall Mat	70.00	70.00	0.00	0.00	70.00	5	0.00	0.00
130	Delavan City Hall Lab	630.00	630.00	00:00	0.00	630.00	5	00:00	0.00
<u>ਤ</u>	ELECTRIAL (Porter)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
132	Creve Coeur Vill Hall Mat	00.609	00.609	00:00	0.00	609.00	100	00:0	0.00
ষ্ট	Greve Coeur Vill Hall Lab	1,421.00	1,421.00	0.00	0.00	1,421.00	100	00:00	00:00
8	Minier VIII Hall Mat	630.00	630,00	00.0	0.00	630.00	100	00:00	00.00
33	Minier VIII Halt Lab	1,473.00	1,473.00	0.00	0.00	1,473.00	9	0.00	0.00
136	Mackenzie Building Mat	1,942.00	1,942.00	0.00	0.00	1,942.00	100	0.00	0.00
137	Mackerzie Building Lab	4,533.00	4,533.00	0.00	0.00	4,533.00	100	0.00	00.00
88	Mackinaw Township Mat	729.00	729.00	0.00	0.00	729.00	92	0.00	0.00
139	Mackinaw Township Lab	1,702.00	1,702.00	0.00	0.00	1,702.00	100	0.00	00.00
140	Mackinaw Comm Cent Mat	995.00	995.00	00.00	0.00	995.00	100	0.00	0.00
		·							
Page Totals	otals	26,534.00	26,534.00	0.00	00.00	26,534.00	100	0.00	0.00

AIA Continuation G703

Jobid: 22025 Tazewell County ADA

Application no.: 5
Application date: 12/13/23
Period to: 12/13/23
Architect's project no.:

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_		Retainage (Prev.)	800	0.00	00:00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	 				0.00
I	Rajance	To Finish (Prev.)	900	0.00	0.00	0.00	0.00	0.00	0.00	00.00	0.00	0.00	00:00					00:0
	8	Compl. (Prev.)	Ę	5	5	9	100	\$	99	100	8	9	9		· ····· •			100
9	Total Compl.	and Stored To Date (D+F)	2 323 00	1,754.00	4,033.00	786.00	1,834.00	865.00	2,020,00	-6,813.00	4,332.70	6,994.90	-2,785.00			·		305,391.60
F	Materials	Presently Stored (not in D)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	00.0	00.0					00:00
ш	MPLETED	Amount This Period	0.00	0.00	0.00	00.00	00.00	00:0	00.0	00:0	3,343.70	6,994.90	-2,785.00					7,553.60
۵	WORK COMPLETED	From Prev. Application	2.323.00	1,754.00	4,093.00	786.00	1,834.00	865.00	2,020.00	-6,813.00	989.00	0.00	00:00	 			 	297,838.00
υ		Scheduled Vatue	2,323.00	1,754.00	4,093.00	786.00	1,834.00	865.00	2,020.00	-6,813.00	4,332.70	6,994.90	-2,785.00					305,391.60
œ		Description of Work	Mackinaw Comm Cent Lab	Taze Healt Dep Mat	Taze Heaft Dep Lab	Hittle Town Hall Mat	Hittle Town Hall Lab	Delavan City Hail Mat	Delavan City Hall Lab	Change Order One	Change Order 2 CO 2 Mackinaw & McKenzie	Change Order 3 CO 3 Walk Up Window	Change Order 4					
٧		Item No.	14	54	<u>\$</u>	4	745	14 6	147	248	149	150	151				 ,	

Final Release of Lien

TO WHOM IT MAY CONERN:	
That the undersigned, for and in consideration of the paymen	
	, receipt of which is hereby acknowledged, hereby releases and
quit claims to the said party its successors and assigns, and	
	d whatsoever, which the undersigned now has or might have against
the building on premises legally described as:	
Tazewell County ADA	
on account of labor performed and/or material furnished for t labor and materials used by the undersigned in the erection	the construction of any improvements per attached proposal That all of sald improvements have been fully paid for.
IN WITNESS WHEREOF,	,
I have hereunto set my hand seal this twenty sixth day of De	ecember in the year two thousand and twenty th .
WITNESSES:	Bishop Byss Inc
	Good upon receipt
State of Illinois	
County of Peoria	
I hereby acknowledge that the statements contained in the fo	pregoing Release of Lien are true and dorrect. By:
Sworn to and subscribed before me this day of	December, 2023.
My Commission expires:	
100.00	Notary Public State of Illinols
	OFFICIAL SEAL STEPHEN BISHOP NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires November 12, 2024

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the attached agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, the term of the agreement is for twelve months from January 01, 2024 through December 31, 2024 and the Requirements and Accountabilities are addressed in the Agreement; and

WHEREAS, Tazewell County agrees to pay the Greater Peoria Economic Development Council quarterly installments for a total of \$75,000 for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance or the termination clause will be followed if not satisfied.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize the County Board Chairman to sign and execute the Agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, 100 SW Water Street, Peoria, IL 61602 and the Auditor of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Pazewell County Clerk

Tazewell County Board Chairman

AGREEMENT FOR SERVICES BETWEEN TAZEWELL COUNTY AND THE GREATER PEORIA ECONOMIC DEVELOPMENT COUNCIL

WHEREAS, Tazewell County and the individual communities and businesses therein will directly benefit from active and targeted regional economic development strategies focused on business development, startup support, workforce development, and regional marketing; and

WHEREAS, EDC is capable of developing, implementing, and measuring the success of regional economic development strategies;

NOW IN CONSIDERATION OF MUTUAL AGREEMENT by EDC and the County to each other, the parties agree as follows:

I. REQUIREMENTS & ACCOUNTABILITIES OF EDC

1. EDC shall develop and implement regional economic development strategies that target business retention and expansion, business attraction, the support of startup businesses, workforce development, workforce retention and attraction, and regional marketing.

A retention visit is defined as a face-to-face or virtual meeting with a business owner, CEO and/or top management strategically guided by a national questionnaire and software platform called Synchronist (or compatible). Questionnaire sections include products and services; markets and industry trends; ownership and management changes; community strengths and weaknesses; workforce; technology; and utilities. The results of each visit are captured by the software platform for tracking and reporting purposes. An expeditious follow-up is to be provided to each client based on the visit.

The number of business retention visits with Tazewell County businesses will be proportionate to the County's investment.

The results of these strategies will be measured and shared with Tazewell County elected officials, staff members, and the general public.

- **2.** EDC will provide the Tazewell County Administrator or their designee with a list of upcoming business retention visits.
- **3.** EDC shall develop and maintain a centralized website and database that includes Tazewell County site-specific and demographic information for developers.
- 4. At the County's request, a Tazewell County Business Expansion and Retention Report will be presented to county officials. Challenges identified during business visits will be shared with Tazewell County staff members, cities, and local economic developers to resolve barriers to growth immediately.

- 5. At the County's request, EDC will make at least two in-person reports to the County's Executive Committee highlighting recent accomplishments.
- **6.** Tazewell County will have one (1) seat on the EDC Board of Directors and Executive Board.
- 7. Tazewell County's local economic development professionals will be invited to serve on the EDC Technical Working Group, Business Attraction Team and other committees/teams, providing input and sharing information with the EDC and their regional colleagues.
- 8. EDC shall include Tazewell County in the Comprehensive Economic Development Strategy (CEDS) document that is a requirement to qualify for federal Economic Development Administration funds with no separate matching funds required beyond this Agreement.
- **9.** EDC shall provide assistance to the County in the submission of one EDA grant submission annually, if applicable
- 10. EDC will perform the duties associated with management of the Revolving Loan Program (RLP) and associated RLP fund and all associated administration and reporting until that program's completion.
- **11.** EDC shall provide assistance to the County in administering any Enterprise Zones within Tazewell County.
- **12.** EDC shall organize and manage an annual career exploration event for 8th grade students. All middle schools in Tazewell County will be invited to participate in the event.

II. REQUIREMENTS & ACCOUNTABILITIES OF TAZEWELL COUNTY

- 1. The County shall be available to confer with EDC staff.
- 2. The County shall advise EDC of any action by the County that reasonably may affect efforts by EDC under this Agreement.
- 3. The County shall appoint one (1) representative to the EDC Board of Directors who will also serve on the EDC Executive Board.
- 4. The County shall designate a contact person to work with the EDC staff

III. CONSIDERATION

In consideration of the rendering of services by EDC under this Agreement, Tazewell County agrees to pay EDC quarterly installments of \$18,750, for a total of \$75,000 for the period including January 1, 2024- December 31, 2024.

IV. TERM OF AGREEMENT

The terms of this Agreement shall be twelve (12) months from January 1, 2024 through December 31, 2024. The County may cancel this agreement, without cause, upon 90 days notice.

V. **AFFIRMATIVE ACTION**

EDC agrees not to discriminate against an employee or applicant for employment because of race, color, religion, sex, ancestry, natural origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. EDC will take affirmative action to comply with the provision of the "Illinois Human Rights Act" (III. Rev. Stat. 1987, Ch. 68 S1-101 et seq.) as hereinafter amended, are incorporated into this contract by reference and made a part thereof.

In addition to the above remedies and notwithstanding any other remedies the parties may have under this contract or at law, the County may recover from EDC by setoff against the unpaid portion of the contract price the sum of Fifty Dollars (\$50.00) per day if EDC fails to comply with the Affirmative Action provision of this Agreement as determined by the County. The said sum being fixed and agreed upon by and between EDC and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain in the event of such a breach of contract, in said amount as agreed to be the amount of damages which the County would sustain. This amount potentially due Tazewell County is separate and in addition to any funds due Tazewell County per terminated Agreement set forth in Article IV.

VI. **NOTICES**

Notices shall be served as follows:

Greater Peoria EDC, 401 NE Jefferson Street Peoria, IL 61603 Tazewell County Administrator, 11 South. Fourth Street, Suite 432 Pekin, IL 61554

In Witness whereof, Tazewell County and EDC by and through their authorized representatives have executed this Agreement as of the date first written above.

The County of Tazewell,	Greater Peoria Economic Development Council,
Ву:	By: Must H.
Its: County Board Chairman	Its: EDC Chief Operating Officer
ATTEST: Witness	

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the Village of Morton to share updated digital orthophotography (aerial photography); and

WHEREAS, Tazewell County, entered into a contract with Pictometry International Corp. ("Pictometry") for the purpose of obtaining updated digital orthophotography (aerial photography) for all the area within Tazewell County; and

WHEREAS, Tazewell County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$176,241,00; and

WHEREAS, the Village of Morton agrees to share in the cost of the digital orthophotography with a total contribution of \$14,000 to be paid upon project completion and at the time of delivery; and

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

BEIT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development and the Supervisor of Assessments of this action;

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF TAZEWELL AND THE VILLAGE OF MORTON, ILLINOIS

WHEREAS, the County of Tazewell, hereafter "County", is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the Village of Morton, Illinois, hereafter "Village", is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the Village and County mutually desire to upgrade digital orthophotography; and

WHEREAS, the County previously entered into a two project agreement with Pictometry, the second aerial flight to be completed in 2023 to include all previously received deliverables; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the Village to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$176,241.00; and

WHEREAS, the Village has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,120.50 the Village has agreed to contribute their share of the cost totaling \$14,000.00 to be paid to the County upon project completion and at the time of delivery.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the Village of Morton, Illinois, agrees as follows:

- 1. That the foregoing is true, accurate and factual
- 2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
- 3. That the Village shall reimburse the County for the Village's pro-rata share of the digital orthophotogaphy based upon 6,044 on improved parcels in the amount of \$14,000.00 to be paid upon project completion and at the time of delivery.

their regularly	schedule	d board meet	ting on this	day of		_, 2019,
Aye	es,	Nays,	Absent,	Abstain,	Present _	
			COUN	TY OF TAZE	WELL, ILLI	NOIS
			David 2	Limmerhan, Ch	nairman	
ATTEST:						
	2 C. A	Adecrnas	_			
County Clerk Tazewell Cour	ıty					
THIS AGREE scheduled cou	MENT aj ncil meet	pproved by thing on this	ne Council of the	: Village of Mo December	rton, Illinois ;	at their ro
THIS AGREE scheduled cou	ncil meet	ing on this <u>l</u>	ne Council of the BH day of Absent	December	2023,	, with
THIS AGREE scheduled cou	ncil meet	ing on this <u>l</u>	day of	December	2023, Preser	, with
THIS AGREE scheduled cou	ncil meet	ing on this <u>l</u>	day of Absent	December 1 Abstain	Preser	with the state of
scheduled cou	ncil meet	ing on this <u>l</u>	day of Absent	December 1 Abstain GE OF MOR	Preser	with the state of
THIS AGREE scheduled cou	ncil meet	ing on this <u>l</u>	day of Absent	December 1 Abstain GE OF MOR	Preser	with the state of

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the sixteenth and final invoice to Kenyon & Associates for the design and construction engineering for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$592.12; and

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

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

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



INVOICE NO. 13514

TO:

DATE:

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

January 5, 2024

Project Title and Location Tazewell County Accessibility Upgrades at Various Buildings Grant #18-248591		
Lump Sum Fee (\$23,100 Construction Documents) (\$9,900 Construction Administration)	\$33,000.00	
BASIC SERVICES FEE BREAKDOWN		
Construction Documents Construction Administration	\$23,100.00 9,900.00 \$33,000.00	
WORK COMPLETED TO DATE		
Construction Documents - 100% Construction Administration - 100%	\$23,100.00 9,900.00	
	\$33,000.00	
Less Previous Invoices	32,505.00	
Balance Due		\$495.00
REIMBURSABLES		
Mileage		97.12
TOTAL DUE		\$592.12

TAZEWELL COUNTY ACCESSIBILITY UPGRADES AT VARIOUS BUILDINGS GRANT #18-248591

SCOPE OF SERVICES TO DATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 3 Scope of Services to Date

Invoice #13514 - January 5, 2024 - \$495.00

Kenyon and Associates has completed all punch list walk-throughs at all sites. The Contractor has completed the punch list. Final invoicing from the Contractor has been reviewed and approved. Record drawings have been completed and sent to the Grant Coordinator.

		PD
Basic Services Fee	\$33,000.00	
Invoice #13194	2,079.00 \$30,921.00	8/4/21
Invoice #13200	4.851.00 \$26,070.00	8/23/21
Invoice #13207	6.930.00 \$19,140.00	9/23/21
Invoice #13216	2,310.00 \$16,830.00	10/20/21
Invoice #13227		11/15/21
Invoice #13232	<u>1,155.00</u> \$14,520.00	12/2/21
Invoice #13238	<u>2,310.00</u> \$12,210.00	1/6/22
Invoice #13258	2,310.00 \$ 9,900.00	3/10/22
Invoice #13357	1,485.00 \$ 8,415.00	2/13/23
Invoice #13365	495.00 \$ 7,920.00	2/13/23
Invoice #13395	990.00 \$ 6,930.00	4/20/23
Invoice #13411	990.00 \$ 5,940.00	5/16/23

Page 4 Scope of Services to Date

		PD
Invoice #13425	990.00 \$ 4,950.00	6/28/23
Invoice #13449	3,465.00 \$ 1,485.00	9/25/23
Invoice #13472	990.00 \$ 495.00	10/30/23
Invoice #13514	\$ -0-	

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

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the 1st quarterly payment for 2024 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-24-14 approved an agreement with GPEDC for twelve months from January 1, 2024 through December 31, 2024; and

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

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 1st quarter investment for 2024.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, Finance, and the Auditor of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell'County Clerk

Tazewell County Board Chairman



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

Invoice

Date	Invoice #
1/1/2024	2024_01-8.1

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

Bill To

Due Date 2/29/2024

Description Amount 18,750.00 2024 Investment - 1 of 4 **Total** \$18,750.00

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the third invoice to Knapp Concrete for the design and construction engineering for CDBG RLF Closeout – Sidewalks - which is Grant #18-248592 in the amount of \$42,249.63; and

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

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

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

T	E.JCDC	Contractor's Application for Payment No.	n for Payment No	9
ENGINE	ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	Application Period:	Application Date:	1/8/2024
To (Owner):	Tazewell County	From (Contractor): Knapp Concrete Contractors	Via (Engineer):	Farnsworth Group, Inc.
Project:	Architectural Barriers Removal Sidewalks Project CDBG Grant No. 18-248592	Contract: Architectural Barriers Removal Sidewalks Project in Tazewell County		
Owner's	Owner's Contract No.:	Contrador's Project No.:	Engineer's Project No.:201574.02	5.:201574.02

1/8/2024

Application For Payment Change Order Summary

	1. ORIGINAL CONTRACT PRICE\$ \$481,686,00			4. TOTAL COMPLETED AND STORED TO DATE		5. RETAINAGE:	a. X \$496,897,32 Work Completed \$	b. 10% X Stored Material S	c. Total Retainage (Line 5a + Line 5b)	S. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		8. AMOUNT DUE THIS APPLICATION	(Column G on Dromese Bellmate + Line & should
Change Other Summary		Additions Deductions	\$12,270.00	\$7,255.00	84,474.00	\$26,700.32					\$33,955.32 \$18,744.00	\$17,211.32	
	Approved Change Orders	Number	-	2	3	4					TOTALS	NET CHANGE BY CHANGE ORDERS	

Contractor's Certification		
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress	Payment of: S_	
payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will	is recommended by:	(Line 8 or
pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by		(Engineer)
this Application for Payment is in accordance with the Contract Documents and is not defective.	Payment of: \$	
	•	(Line 8 or
	is approved by:	
	•	/ / (Owne
By: 0 - 1 1 1 1 Date:	Approved by:	_
CLOSE CONTRACTOR CONTR	•	

Payment of:	\$ \$42,249.63 (Line 8 or other - attach explanation of the other amount)	1
is recommended by.	(Engineer) - Farmsworth Group, Inc. (Date)	
Payment of:	\$ (Line 8 g/glifer - pittagh explanation of the other amount)	
is approved by:	(Gówner) - Tazewell County	24
Approved by:	Funding Agency (if applicable) (Date)	ı

January 8, 2024	
Date:	
1	
9	
Application No.	

	ITEM	SCHEDULE OF VALUES AMOUNT	PREVIOUS APPLICATION	CURRENT	8		AMOUNT COMPLETED AND STORED
	East Peoria		••	·			us vs
<u>~</u>	Washington & Mall	\$ 18,757.67	18,757.67		100%		\$ 18,757.67
<u>_</u>	Washington & Anna	\$ 6,966.51	\$ 6,966.51		100%		5 6,966.51
4	Washington & Springfield N	\$ 22,164.58	\$ 22,164.58		100%		\$ 22,164.58
ıŋ_	Washington & Springfield S	\$ 29,506.25	\$ 29,506,25		100%		\$ 29,508.25
9	Creve Coeur	\$ 87,091.20	\$ 87,091.20		100%		\$ 87,091.20
۸.	Mackinaw	\$ 17,257.05	\$ 17.257.05		100%		\$ 17,257,05
ω	South Pekin						, (7
o_	Main & Brikett	\$ 2,490.84	\$ 2,490.84		100%	·	\$ 2,490.84
2	Main & Betstey	\$ 9,468.26	\$ 9,468.26		100%		\$ 9,468.26
Ę	Main & Minch St	\$ 10,585.00	\$ 10,585,00		100%		\$ 10,585.00
72	Main & South Pekin Grade School	\$ 5,644.75	5,644,75		100%	7	\$ 5,644.75
5	Main & Alley West of 1st	\$ 5,698.19	\$ 5,698.19		100%		\$ 5,698.19
4	Main & 1st	\$ 13,363.75	\$ 13,363,75		*001		\$ 13,363,75
35	Minier					•	'n
16	Main & Central	\$ 64,077.07	\$ 64,077.07		100%	•	\$ 64,077.07
12	Central (Village Hall)	\$ 44,085.97	\$ 44,085.97		100%		\$ 44,085.97
13	Delavan						vo
19	3rd & Locust	\$ 50,342.53	\$ 50,342,53		100%		\$ 50,342.53
8	5th & Locust	\$ 56,134.50	\$ 56,134.50		100%		\$ 56,134.50
27	Amington	\$ 38,051.88	\$ 38,051,88		100%		\$ 38,051.88
22	.001	\$ (12,270.00)	\$ (12,270.00)		100%		\$ (12,270.00)
8	CO2	\$ 7,255.00	\$ 7,255.00		100%		\$ 7,255.00
72	003	\$ (4,474.00)	\$ (4,474.00)		100%	•	\$ (4,474.00)
প্ত	004	\$ 26,700.32	\$ 26,700.32		,001		\$ 26,700.32
	TOTAL	\$ 498,897.32	\$ 498,897.32	S			\$ 498,897.32

Price. EJCDC C-620 Contractorfordppplicarion for Payment™ © 2010 National Society of Professional Engineers for EJCDC. All rights reserved. Page 2 of 4 Note: Total Schedule of Values Amount should equal the current Contract Price.

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Agreement for Catmint Solar, LLC; and

WHEREAS, the 5MW solar farm was approved by the County Board for Special Use on May 31st, 2023, to be located on approximately 32 acres to the north of Eisele Rd and West of Springfield Rd. in Groveland Township; and

WHEREAS, the plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, in accordance with 20 ILCS 5/5-222, and including the 2.5% inflation rate for the life of the project, with four year review for economic relevance.

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 31ST DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

County Board Chairman

Tazewell



COUNTY OF TAZEWELL

COMMUNITY DEVELOPMENT DEPARTMENT

Jaclynn Workman, Administrator

11 South 4th Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: zoning@tazewell-il.gov

TO:

Chairman Zimmerman and Executive Committee

FROM:

Jaclynn Workman, Administrator

DATE:

January 8th, 2023

SUBJECT:

Decommissioning Plan - Catmint Solar, LLC

Please find attached the Decommissioning Plan for Catmint Solar, LLC, the 5MW solar farm approved by the County Board for Special Use May 31st, 2023, to be located on approximately 32 acres to the north of Eisele Rd and West of Springfield Rd. in Groveland Township.

The attached "plan" contains; a detailed decommissioning overview with cost estimate breakdown. The plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, per (20 ILCS 5/5-222) and includes the 2.5% inflation rate for the life of the project, with four year review for economic relevance.

In addition to Community Development staff, these documents have also been reviewed by Mike Holly, Assistant State's Attorney.

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

JW

DECOMMISSIONING PLAN

CATMINT SOLAR, LLC TAZEWELL COUNTY, IL

Prepared for:

Catmint Solar, LLC

30 West Hubbard St, Suite 400

Chicago, IL 60654

Contact: Dewey Klurfield

Prepared By:

Kimley»Horn

Kimley-Horn & Associates, Inc.

570 Lake Cook Rd, Suite 200

Deerfield, IL 60015

Contact: Calvin Carlson, P.E.

Prepared on: October 26, 2023

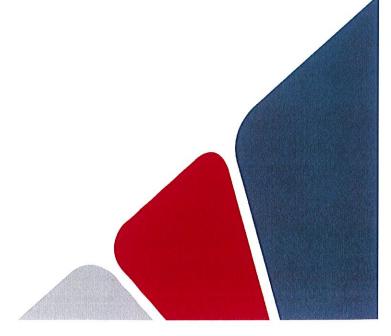




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Exhibits

- A. Opinion of Probable Construction Cost with Salvage
- B. Opinion of Probable Construction Cost without Salvage



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1.0 INTRODUCTION

Background

Catmint Solar, LLC (Applicant), a subsidiary of Cultivate Power is developing the Catmint Solar, LLC commercial solar energy facility (Project) on approximately 31.8 acres of land that will be leased by the Applicant. The Project will be 5 MW $_{AC}$ and located in Tazewell County, IL on parcel 05-05-22-200-001. The site is accessible off Springfield Road and the geographical coordinates are 40° 36' 42.67" N, 89° 32' 17.33" W.

The Project is to occupy approximately 23.4 acres of agricultural farmland for the commercial solar energy facility. This site is bound to the east by Springfield Road and to the south by Eisele Road. In existing conditions, the site has a ridge going east to west through the center of the site and water flows off the ridge to the north and south.

This Decommissioning Plan (Plan) is developed in compliance with Agricultural Impact Mitigation Agreement (AIMA) and the Tazewell County Zoning Ordinance.

This Plan covers and addresses the following elements outlined in the conditions of the AIMA:

- Underground Cabling;
- Repair of compaction and rutting;
- Prevention of soil erosion;
- Access roads;
- Weed/vegetation control;
- Decommissioning plans and financial assurance of commercial solar energy facilities.

In addition, if the project ceases to perform its intended function for more than twelve (12) consecutive months, the project shall be removed, and the site restored in accordance with the decommissioning plan.



2.0 PROJECT COMPONENTS

The Project Components that are subject to decommission include the equipment summarized below. The decommission activities associated with these components are discussed in Section 3.0 of this Plan.

Solar Photovoltaic (PV) Equipment

The project will use Solar Photovoltaic (PV) modules mounted on single axis tracker steel pile foundations.

Internal Power Collection System

The PV-generated DC power will be collected from each of the multiple rows of PV modules through one or more combiner boxes and conveyed to inverters. The inverters will convert the DC power to AC power, which will be interconnected into the existing power line along Springfield Road.

Transformers and PV combining switchgear will be mounted on concrete foundations.

Earthwork

It is anticipated that the site will require minimal grading for the Project. Site grading and drainage will be conducted in accordance with Final Civil Construction plans.

Roads

Access to the Project will be via Springfield Road. The site access will be constructed in accordance with County and/or Township requirements and the Final Civil Construction Plans. The on-site site access road is anticipated to be gravel.

Fencing

The Project site will be fenced with a 7' fence. An entry gate will be provided along the access road approximately 336' from Springfield Road and 1690' from the intersection of Springfield Road and Eisele Road.



3.0 PROJECT DECOMMISSION AND RECYLCING

Decommission includes removal of above-ground and below-ground structures. Only minor grading is anticipated during construction; and therefore, will require limited or no grading following decommission. Temporary erosion and sedimentation control Best Management Practices should be implemented during the decommission phase of the Project.

Decommission Preparation

Prior to commencement of the decommission process, assess existing site conditions and prepare the site for demolition. Demolition debris shall be placed in temporary onsite storage area(s) pending final transportation and disposal and/or recycling according to the procedures listed below.

Permits and Approvals

It is anticipated that an NPDES Permit from the Illinois Environmental Protection Agency (IEPA) and a SWPPP will be required. The proposed development area of the site does not contain waters of the United States or Threatened or Endangered species; thus, no federal approvals are expected. applications for permits from the state and/or local authorities having jurisdiction (AHJs) shall be submitted and approved prior to decommission activities.

PV Equipment Removal and Recycling

During decommissioning, Project components shall be removed from the site and recycled or disposed of at an appropriately licensed disposal facility. Above ground portions of the PV module supports shall be removed entirely where practical, but to a depth of 5 feet at a minimum. Those supports that are more firmly anchored (e.g., such as embedded in bedrock) may be cut off at least five feet below ground or to the depth of bedrock, and the remaining support left in place. This depth will avoid impact of underground equipment on future farming or other construction activities. The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the onsite equipment being used. The debris and equipment shall be processed for transportation and delivery to an appropriately licensed disposal facility or recycling center. Modules shall be recycled in accordance with the solar module manufacturer's (or equivalent) recycling program. No hazardous materials or waste will be used during operation of the solar facility, and disposal of hazardous material or waste will not be required during decommission.

Internal Power Collection System

The cables, inverters, and transformers shall be dismantled. The concrete foundations shall be broken up, removed and recycled. If ground-screw foundations are used, they shall be removed and recycled. The underground cable shall be removed. Overhead conductors shall be removed from the poles, and the poles and pole foundations shall be removed. Aluminum from the conductors shall be recycled or removed from the site to an appropriately licensed disposal facility.



Roads

Gravel from on-site access roads shall be removed and recycled. Once the gravel is removed, the soil below the access roads shall be scarified a depth of 18-inches and blended as noted in the Site Restoration section below.

Fencing

Project site perimeter fence shall be removed at the end of the decommission project. Since the project site is not currently fenced, this includes removal of all posts, footings, fencing material, gates, etc. to return the site to pre-project condition.

Landscaping

Unless requested in writing to remain in place by the land Owner, all vegetative landscaping and screening installed as part of the Project will be removed. Any weed control equipment used during the project, including weed-control fabrics or other ground covers shall be removed. Landscape areas will be restored as noted in the Site Restoration section below.

Site Restoration

Once removal of all project equipment and landscaping is complete, all areas of the project site that are unvegetated or where vegetation was disturbed/removed as part of decommissioning shall be restored by the applicant. Restoration shall consist of applying additional topsoil, seed, and necessary fertilizer to ensure that adequate vegetation is established throughout the project site. Areas that exhibit compaction and/or rutting shall be scarified a depth of 18-inches prior to placement of topsoil and seed. The existence of drainage tile lines or underground utilities may necessitate less scarification depth. The applicant is responsible for promptly repairing damage to drain tiles and other drainage systems that result from decommissioning of the commercial solar energy facility.

4.0 FUTURE LAND USE

Per the requirements of the Illinois Department of Agriculture (IDOA), an Agricultural Impact Mitigation Agreement (AIMA) must be signed by the Facility owner and filed with the County Board prior to the Commencement of Construction. The IDOA prepared the AIMA to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Decommission of a Commercial Solar Energy Facility. Per the AIMA, all solar panels shall be removed from the property and the land must be restored to its pre-existing condition for agricultural use at the end of the project life cycle. This Decommissioning Plan is consistent with the AIMA requirements to return the land to its pre-project conditions as an agricultural field. The signed Agricultural Impact Mitigation Agreement reflects these requirements.



5.0 PROJECT DECOMMISSION COSTS AND FINANCIAL ASSURANCE

The AIMA requires the Owner and/or Operator to provide a present-day decommission cost estimate, and provide the County with Financial Assurance to cover the estimated costs of Decommission of the Facility. Provisions of this Financial Assurance shall be phased in over the first 11 years of the Project's operations. Financial assurance shall be revaluated every four years for economic relevance. Additional detail can be found in the signed AIMA. See Exhibit A: Opinion of Probable Construction Cost with Salvage and Exhibit B: Opinion of Probable Construction Cost without Salvage. Industry standard prices in 2023 for removal costs were determined using RS Means cost data. Removal cost includes materials, contractor installation/demolition, mobilization and demobilization, overhead and profit, and performance bonding.



EXHIBIT A

Opinion of Probable Construction Cost With Salvage

Project Name: Catmint Solar

Project Locality: Tazewell County, IL

Decommissioning Estimate Pro Forma with Salvage



The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. LS = Lump Sum, HR = Hours, EA = Each, LF = Linear Feet.

Item	Quantity	Unit	Unit Price	Total Salvage	Total Price (incl. markups)	Total Price
Mobilization	1	LS		\$ -	\$12,790.00	\$ (12,790.00)
Contractor's G&A	1	LS		\$ -	\$2,180.00	\$ (2,180.00)
SWPPP, Erosion Control Measures	24	AC	\$670.00	\$ -	\$16,080.00	\$ (16,080.00)
Seeding	2.0	AC	\$2,483.56	\$ -	\$4,967.12	\$ (4,967.12)
Tilling 6" topsoil/scarifying access road and rough grading existing soil	2	AC	\$8,933.57	\$ -	\$17,867.14	\$ (17,867.14)
Remove and Recycle Chainlink Fence, 7' High	4,158	LF	\$5.60	\$ 1,833.6	\$23,284.80	\$ (21,451.12)
Remove Power Pole	5	EA	\$903.35	\$ -	\$4,516.75	\$ 4,516.75
Remove and Recycle AC Cables	487	LF	\$12.59	\$ 71.10	\$6,131.33	\$ (6,060.23)
Remove and Recycle DC Cables	106,120	LF	\$0.31	\$ 15,493.53	\$32,897.23	\$ (17,403.70)
Backfill AC and DC trenches	51,792	LF	\$0.33	\$ -	\$17,091.43	\$ (17,091.43)
Remove and Recycle Inverters	2	EA	\$4,291.88	\$ 10,800.00	\$8,583.76	\$ 2,216.24
Remove and Recycle Photovoltaic Modules	12,650	EA	\$6.12	\$ 38,847.43	\$77,418.00	\$ (38,570.57)
Remove and Recycle Piles	1,725	EA	\$18.22	\$ 22,356.00	\$31,429.50	\$ (9,073.50)
Remove and Recycle Support Assemblies	385,809	LB	\$0.04	\$ 34,722.81	\$15,432.36	\$ 19,290.45
			Subtotal:	\$ 124,124.56		\$ (137,511.36)
				40-Year In	flation (2.5%/Year):	\$ (231,715.42)
					Total:	\$ (369,226.77

Notes:

- 1. Quantities were recorded on 10/26/2023.
- 2. Equipment rental rates and labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2023 data).
- 3. Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Peoria, IL.
- 4. PV Module Removal/Recycle labor and equipment costs are computed at present values.
- 5. The age at decommissioning of this estimate is 40 years.
- 6. This estimate assumes 88 modules/tracker
- 7. This estimate assumes 12 piles/tracker
- 8. This estimate assumes 77,162 LB of support assemblies per 1 MW output.
- 9. Material salvage values were based off of current US salvage exchange rates.
- 10. Photovoltaic Module material salvage rate is based on straight-line depreciation of modules (-0.5% per year).
- 11. Material salvage values were determined using the most prevalent salvageable metal in each component. Copper Wire @\$2.92/LF (AC and DC Cables) and Steel @0.09/LF of fence, @\$0.09/pile, and @0.09/LB.
- 12. Inverter resale value is dependent on the assumption that all inverters will be decommissioned and resold half way through their useful life (every 5 years).



EXHIBIT B

Opinion of Probable Construction Cost Without Salvage

Project Name: Catmint Solar

Project Locality: Tazewell County, IL



Decommissioning Estimate Pro Forma without Salvage

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. LS = Lump Sum, HR = Hours, EA = Each, LF = Linear Feet.

Item	Quantity	Unit	Unit Price	Total Price
Mobilization	1	LS		\$12,790
Contractor's G&A	1	LS		\$2,180
SWPPP, Erosion Control Measures	24	AC	\$670.00	\$16,080
Seeding	2.0	AC	\$2,483.56	\$4,967
Tilling 6" topsoil/scarifying access road and rough grading existing soil	2	AC	\$8,933.57	\$17,867
Remove Chainlink Fence, 7' High	4,158	LF	\$5.60	\$23,285
Remove Power Pole	5	EA	\$903.35	\$4,517
Remove AC Cables	487	LF	\$12.59	\$6,131
Remove DC Cables	106,120	LF	\$0.31	\$32,897
Backfill AC and DC trenches	51,792	LF	\$0.33	\$17,091
Remove Inverters	2	EA	\$4,291.88	\$8,584
Remove Photovoltaic Modules	12,650	EA	\$6.12	\$77,418
Remove Piles	1,725	EA	\$18.22	\$31,430
Remove Support Assemblies	385,809	LB	\$0.04	\$15,432
			Subtotal:	\$270,669

40-Year Inflation (2.5%/Year): \$456,095

Total: \$726,765

Notes:

- 1. Quantities were recorded on 10/26/2023.
- Equipment rental rates and labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2023 data).
- 3. Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Peoria, IL.
- 4. PV Module Removal/Recycle labor and equipment costs are computed at present values.
- 5. The age at decommissioning of this estimate is 40 years.
- 6. This estimate assumes 88 modules/tracker
- 7. This estimate assumes 12 piles/tracker
- 8. This estimate assumes 77,162 LB of support assemblies per 1 MW output.

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

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

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

WHEREAS, this request for payment is for the activity delivery services for the CDBG RLF Closeout – Sidewalks - which is Grant #18-248592.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation for payment to the Greater Peoria Economic Development Council for services rendered per contractual agreement for 05-18-23 through 01-31-24 from budget line 381-600-5252-8602 for invoice number CDBG#4-S in the amount of \$10,500.00.

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

azewell County Board Chairman



Invoice

Date	Invoice #
1/10/2024	CDBG #4-S

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

Bill To

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

Due Date

1/31/2024

Description		Amount
Invoice for services rendered to activity delivery services CDBG RLF Closed 18-248592, per contractual agreement, effective September 30, 2020	out - Sidewalks, Grant	# 10,500.00
Date(s) 05/18/2023-01/31/2024		
	Total	\$10,500.00

DETAIL SUMMARY

Greater Peoria Economic Development Council



January 10, 2024

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

Invoice for services rendered to activity delivery services CDBG RLF Closeout - Sidewalks, Grant# 18-248592, per contractual agreement, dated September 30, 2020.

Total Contract Value:

\$30,000

Invoice this date:

\$10,500 (35% of total fee)

Due from previous invoices:

\$0

Amount invoiced to date:

\$24,000

Balance:

\$0

Project Activity	Date(s)	Amount
1. Continued technical assistance and guidance to the general contractor regarding reporting on all aspects of contract performance and requirements; 2. Conducted many more onsite employee interviews at the various locations of the work by both the general and both subcontractors that included multiples of the trades of cement mason, laborer and power equipment operator, returning to the sites multiple times; 3. Reviewed certified payroll reports (CPRs) for general and a second of the subcontractors on the job, and providing feedback on errors and omissions and how to address each of them and necessary corrections necessary to make them compliant; 4. Visited all sites for reasons besides labor standards consulting with engineer and contractor on work being done, including those related to modifying, deleting and adding (one) place to the scope of work,; 5. Reviewed CPR supporting documentation such as appointment forms and fringe benefit statements plus apprenticeship certifications, bargaining agreements re apprentice ratios and pay scales; 6. Submitted initial CPRs and associated documents for general and all subcontractors to state LSO as required; 7. Discussed with contractor, engineer and appropriate municipal stakeholders the potential need for change orders; 8. Continued financial management oversight and technical assistance, including contractor pay estimates and coordinating of claim approval by grantee, including work completion verification by the engineer; 9. Prepared quarterly reports and one annual report and submitted same to state agency; 10. Miscellaneous other duties not enumerated, including multiple meetings attendance; 11. Prepared and assembled for grantee signatures thereby enabling submission of modification request to move funds from 18-248591 to this grant to grantor agency.	5/18/23 to1/31/24	\$10,500.00
² Services yet to be performed include grant closeout and potential monitoring by state agency.		¢40 500 00
Amount Due		\$10,500.00

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

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

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

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

THEREFORE BE IT RESOLVED that the County Board approve this recommendation for payment to the Greater Peoria Economic Development Council for services rendered per contractual agreement for 09-12-23 through 01-31-24 for invoice number CDBG#6-B in the amount of \$6,025.

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

PASSED THIS 31ST DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk



Invoice

Date	Invoice #	
1/10/2024	CDBG #6-B	

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

Bill To

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

Due Date

1/31/2024

Description		Amount
Invoice for services rendered to activity delivery services CDBG RLF Close 18-248591, per contractual agreement, effective September 30, 2020	eout - Buildings, Grant#	6,025.00
Date(s) 09/12/2023-01/31/2024		
	_	
	Total	\$6,025.00

DETAIL SUMMARY

Greater Peoria Economic Development Council



January 10, 2024

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

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

Total Contract Value:

\$24,100

Invoice this date:

\$6,025 (25% of total fee)

Due from previous invoices:

\$0

Amount invoiced to date:

\$24,100

Balance:

\$0

Project Activity ²	Date(s)	Amount
1. Discussed with contractor and architect current and anticipated project status, including the funding process, when things are due, etc.;	9/12/23 to 1/31/24	\$6,025.00
2. Continued review of certified payroll reports (CPRs) for general and some subcontractors on the job, notifying each of any deficiencies and necessary corrections necessary to make them compliant, some required additionl submissions; The prime contractor was reminded that his and all subcontractors who had completed work to submit their last reports to be submitted marked as final. All but one subcontractor submitted its original as well as marked their last one as final as required. The prime's most recent reports were not numbered or marked final. He was advised again. Corresponded with LSO about report statuses. Appropriate reports will be submitted to LSO when they are received.		
3. Prepared and submitted, after local officials signed them, all documents necessary to request the third modification for the grant that moved unobligated funds to the other grant.		
4. Discussed with contractor, architect and grantee fourth change order that reduces the contract total to transfer funds to other grant and submitted signed document to grantee for approval.		
5. Prepared and submitted to grant agency modification request to move funds to 18-248592.		
6. Continued financial management oversight and technical assistance, including review of invoices, pay requests and coordinating of claim approvals by grantee; discussed with architect issues with contractor's lien waiver and affidavit;		
7. Prepared quarterly reports and annual Section 3 report, submitted to state agency;		
8. Miscellaneous other duties not enumerated, including correspondence and communications with grantee, meeting attendance.		
² Services yet to be performed include potntial monitoring by state agency & grant closeout. Amount Due		\$6,025.00

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 letter of support for the Village of Tremont as they work to extend the life of the Village of Tremont TIF; and

WHEREAS, the Village of Tremont plans to pursue legislative action that would extend the life of TIF by nine years; and

WHEREAS, the TIF funds have helped attract six new businesses; and

WHEREAS, the extension is necessary to continue to stimulate economic development within the Village of Tremont 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, the Village of Tremont, and the Auditor of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Pazewell County Clerk



VILLAGE OF TREMONT

211 S. Sampson St. • P.O. Box 144 • Tremont, IL 61568 Phone: (309) 925-5711 • Fax: (309) 925-3635

DEC 2 Local
TORKWOY COUNTY
Brown County

December 21, 2023

Dear Tremont Area Taxing Body,

The Village of Tremont is preparing to ask the State Legislature to extend the life of the Tremont TIF (Tax Increment Financing) District. Senator Sally Turner will be sponsoring the bill extension.

In the early 2000's the Village of Tremont began the process of improving the area East of Interstate I-155. The construction of Interstate 155 left this area blighted and underserved as new traffic patterns forced most businesses to close by 1999. In 2002 the Village began working with property owners to annex and bring city services East of I-155. The infrastructure improvements cost \$1.92 million. The Village, with support of all taxing bodies, established a Tax Increment Financing District (TIF) on Baer Road to encourage business growth and redevelopment in 2004.

There are 1506 TIF districts in Illinois. TIF districts allow the TIF to capture NEW tax dollars and use the revenue to recover capital investment costs and incentivize business activity. After a decade of inactivity, the TIF has started to flourish in the last 10 years. The TIF funds have helped attract 6 new businesses. Although we are pleased with the progress over the last 10 years, there are still 9 vacant properties along Baer Road that need to be filled so this area can become as robust as it was prior to I-155. The current TIF expires with the 2026 tax year.

The Village is asking for your support to extend the TIF District by 9 more years. The extension would help the Village to recoup their initial investment and continue to incentivize new development. TIF extensions require action of the Illinois General Assembly. Your support carries weight with our legislative leaders who need to bring this matter to a vote in Springfield. The Village appreciates the support already received from Tremont School District #702.

If necessary, a Village official can attend one of your meetings to discuss. The Village is asking for a simple letter from your taxing on your letterhead signed by an official supporting this extension to be returned to the Village by January 30th so it can be included in our petition for the spring legislative session. The letter can be mailed to Village Hall at PO Box 144 or email at villageoftremont@comcast.net. If you would like to discuss the matter, you can call Village Hall at 309-925-5711 and they can arrange a call with a Village Trustee. We appreciate your assistance in this matter!

Sincerely,

Todd Bong, Village President

Board of Trustees:

Nate Zuercher, Ken Harding, Drew Scranton, Scott Getz, Sherena Smith, Jeff Hinman

Tazewell County Board



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

February 1, 2024

Hon. Sally J. Turner Illinois Senate, 44th District 120 S. McLean St Lincoln, IL 62656 Hon. William E. Hauter Illinois House of Representatives, 87th District 133 S. Main St Morton IL 61550

Subject: Proposed Extension of Village of Tremont TIF District

Dear Senator Turner and Representative Hauter,

The Village of Tremont created a Tax Increment Financing District (TIF) on Baer Road in 2004 to encourage business growth and redevelopment. The TIF funds have helped attract six new businesses to the area. While significant progress has been made, economic incentives to attract additional businesses to the remaining vacant properties still need to be continued.

Tazewell County supports the Village of Tremont's request for a nine-year extension of the TIF District and asks for your help in securing the approval in the State Legislature. The Village of Tremont and our District share a common interest in stimulating economic development within the Village of Tremont TIF District. Please feel free to contact me with any questions you may have.

Sincerely,

David Zimmerman, 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 Executive Committee recommends to the County Board to approve a formal acceptance of the resignation of District 2 County Board Member Vivian Hagaman as of January 31, 2024; and

WHEREAS, the Chairman shall give notice of the vacancy to the County Central Committee of each political party within the County within three (3) days of the occurrence as required by 10 ILCS 5/25-11; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and declare a vacancy in said position.

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

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Vivian E Hagaman 228 Westshore Drive Morton IL 61550

Jan 13, 2024

David J Zimmerman 134 Maple Ridge Drive Morton IL 61550 Received

JAN 18 2024

Tazewell County Board Office

Dear Mr. Zimmerman:

Please accept this letter as a formal notice of my resignation from my positions as Tazewell County Board Member.

I would like to use this opportunity to thank you for the mentorship and support you have provided me while being a member of the County Board. It was a true honor when you first appointed me to this position. I wish you and the Tazewell County Board continued success.

Sincerely,

Vivian E Hagaman

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the CFC Response, Inc., statement of work for the cyber incident; and

WHEREAS, the emergency need is the ability of the County to receive services pertaining to the cyber incident; and

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

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

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

PASSED THIS 31st OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board



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

December 12, 2023

Mr. John Ackerman Tazewell County Clerk Via hand delivery

Dear John:

I wish to declare an emergency under § 33.13 Miscellaneous Provisions of the Tazewell County Code to approve the statement of work with CFC Response, Inc.

The emergency need is the ability of the County to receive services pertaining to the cyber incident.

Per the requirement in § 33.13, the Board will consider a resolution approving this action at the January 31, 2024 meeting.

Please contact me if you have any questions.

Sincerely,

David Zimmerman County Board Chairman

copy to:

County Board Members Brett Grimm, Auditor Hannah Clark, Treasurer

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve the appointment of Nicole Jones as the Supervisor of Assessments; and

WHEREAS, this appointment is approved by the County Board Chairman pursuant to the statutes and with County Board approval; and

WHEREAS, the County Board desires to appoint Nicole Jones for a four (4) year term effective January 01, 2024.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation. BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

County Bøard Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Steve Leitch of 120 N. Main Street, PO Box 28, Morton, IL 61550 to the Emergency Telephone Systems Board for a term commencing December 01, 2023 and expiring November 30, 2027.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Steve Leitch to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Steve Leitch to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Chief John Dossey of the Pekin Police Department of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Michael Kemp, of the Deer Creek Police Department, 106 W. First Ave, PO Box 332, Deer Creek, IL to the Emergency Telephone Systems Board for a term commencing December 01, 2023 and expiring November 30, 2027.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Michael Kemp to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Michael Kemp to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Chief John Dossey of the Pekin Police Department of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint John Dossey of 111 S. Capitol Street, Pekin, IL to the Emergency Telephone Systems Board for a term commencing December 01, 2023 and expiring November 30, 2027.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of John Dossey to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of John Dossey to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Kim Joesting of 1008 Saint Julian, Pekin, IL to the Veterans Assistance Commission for a term commencing December 01, 2023 and expiring November 30, 2024.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Kim Joesting to the Veterans Assistance Commission and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Kim Joesting to the Veterans Assistance Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify the VAC Superintendent of this action.

PASSED THIS 31st DAY of JANUARY, 2024.

ATTEST:

Tazewell County Clerk

el County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Frank Sciortino of 1006 Kennedy Drive, Pekin, IL 61554 to the Pekin Main Street for a term commencing December 01, 2023 and expiring November 30, 2026.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Frank Sciortino to the Pekin Main Street and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Frank Sciortino to the Pekin Main Street.

The County Clerk shall notify the County Board Office and the County Board Office will notify Director of Pekin Main Street of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Jay Hall, 115 Apple Road, Pekin, Illinois to the Tazewell County Board of Health for a term commencing December 01, 2023 and expiring November 30, 2026.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the appointment of Jay Hall to the Tazewell County Board of Health and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Jay Hall to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dr. Craig Koch of 21896 Townline Road, Tremont, IL to the Tremont Rescue Squad Board for a term commencing January 1, 2024 and expiring December 31, 2027.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Dr. Craig Koch to the Tremont Rescue Squad Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Dr. Craig Koch to the Tremont Rescue Squad Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tremont Rescue Squad Board.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazeviell County Clerk

<u>APPOINTMENT</u>

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Jeff Leber of 505 N. Greenfield, Tremont, IL to the Tremont Rescue Squad Board for a term commencing January 1, 2024 and expiring December 31, 2027.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the appointment of Jeff Leber to the Tremont Rescue Squad Board and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Jeff Leber to the Tremont Rescue Squad Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tremont Rescue Squad Board.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

Tazewell County Clerk

Board Chairman

ell County

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Rich Kriegsman who resides at #3 Martin Lane, Pekin, IL 61554 to the Heart of Illinois Regional Port District Board for a term commencing February 1, 2024 and expiring February 1, 2030.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Rich Kriegsman to the Heart of Illinois Regional Port District Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Rich Kriegsman to the Heart of Illinois Regional Port District Board.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and Secretary of State, 213 State House, Springfield, IL 62706 of this action.

PASSED THIS 31st DAY OF January 2024.

ATTEST:

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint K. Russell Crawford of 204 District Court, East Peoria, IL 61611 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2023 and expiring November 30, 2024.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

7 azewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Menold of 932 E. Dunne Street, Morton, IL to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2023 and expiring November 30, 2024.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Greg Menold to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Greg Menold to the Tri-County Regional Planning Commission.

azewell County Board Chairman

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

azewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Abbigail Hobbs, Director of Tazewell County Consolidated Communications – TC3, Pekin to the Emergency Telephone Systems Board for a term commencing February 01, 2024 and expiring November 30, 2025.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the appointment of Abbigail Hobbs to the Emergency Telephone Systems Board and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Abbigail Hobbs to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Chief John Dossey of the Pekin Police Department of this action.

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST: