



Executive Committee

Brett Grimm - Chairman
Freedom Hall

349 W. Birchwood Street
Morton, IL 61550

Wednesday, February 19, 2025

immediately following Risk Management

I. Roll Call

II. Approve minutes of the January 22, 2025 meeting and January 29, 2025 in-place meeting

III. Public Comment

IV. New Business

E-25-20 A. Recommend to Approve IMRF Authorized Agent

E-25-21 B. Recommend to Approve polling location change

E-25-22 C. Recommend to Approve the Engineering Design Quote for HLA Culvert Repair/Replacement/Lining

E-25-23 D. Recommend to Approve Project List for Federal Community Project Funding

V. Reports / Communications

VI. Recess

Members: Chairman Brett Grimm, Vice Chairman Michael Harris,
Russ Crawford, Jay Hall, Kim Joesting, Greg Menold,
Dave Mingus, Nancy Proehl, Greg Sinn, Max Schneider

Minutes pending committee approval



Executive Committee Meeting

Jury Commission Room – McKenzie Building
Wednesday, January 22, 2025 – 4:10 p.m.

Committee Members Present: Chairman Brett Grimm, Vice Chairman Michael Harris, Jay Hall, Kim Joesting, Greg Menold, Dave Mingus, Nancy Proehl, Greg Sinn, Max Schneider

Committee Members Absent: Bill Atkins, Russ Crawford

Others Attending: Mike Deluhery, County Administrator

MOTION

MOTION BY MEMBER JOESTING, SECOND BY MEMBER MINGUS to approve the following minutes:

- April 13, 2000 Ad-Hoc Public Safety Committee Meeting
- July 20, 2000 Ad-Hoc Public Safety Committee Meeting
- December 14, 2000 Ad-Hoc Jail Steering Committee Meeting
- January 10, 2001 Ad-Hoc Jail Steering Committee Meeting
- February 13, 2002 Executive Sub-Committee 911 System
- March 12, 2002 Ad-Hoc Jail Steering Committee Meeting
- January 16, 2006 E-Justice System Meeting
- March 12, 2007 Judicial Committee Meeting
- March 15, 2007 Emergency Preparedness Meeting
- June 21, 2007 Emergency Preparedness Meeting
- June 18, 2009 Judicial Committee Meeting
- April 14, 2015 Economic Development Policy Committee Meeting
- September 17, 2015 Legislative Committee Meeting
- March 17, 2017 Economic Development Policy Committee Meeting
- June 11, 2018 Ad-Hoc Auditor Review Committee Meeting
- October 4, 2018 Ad-Hoc Rules and Recodification Committee Meeting
- May 21, 2019 Legislative Committee Meeting
- January 19, 2022 Ad-Hoc ARPA Committee Meeting
- April 12, 2023 Legislative Committee Meeting
- November 13, 2024 Executive Committee Meeting
- November 20, 2024 In-Place Committee Meeting

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-14

MOTION BY MEMBER HARRIS, SECOND BY MEMBER SCHNEIDER to recommend to approve acceptance of resignation of District 3 County Board member

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-15

MOTION BY MEMBER HALL, SECOND BY MEMBER SCHNEIDER to recommend to approve administrative updates to the County 457(B) Deferred Compensation Plans

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-16

MOTION BY MEMBER PROEHL, SECOND BY MEMBER MENOLD to recommend to approve agreement with Greater Peoria Economic Development Council

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-17

MOTION BY MEMBER SCHNEIDER, SECOND BY MEMBER PROEHL to recommend to approve 1st quarter 2024 payment to Greater Peoria Economic Development Council

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-18

MOTION BY MEMBER SCHNEIDER, SECOND BY MEMBER PROEHL to recommend to approve Local Match for Broadband Equity, Access, and Deployment (BEAD) Program Using Energy Transition Community Grant Funds

Member Schneider stated that energy transition grant funds will be used for this project, which will be received from the Powerton plant that is due to close. He stated that since the Powerton plant sits in the unincorporated portion of the county, the county gets to decide what to do with the revenue. He stated that one of the initiatives would be for a Broadband expansion.

Administrator Deluhery stated that \$103,965 has been set aside and was approved by the board last year.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

DISCUSSION: Strategic Planning

Chairman Grimm stated that upcoming strategic planning meetings will be scheduled. He stated that he would like to discuss what the previous board would like to continue working on and any ideas that the new members have. He stated that he would like to discuss where we are on salaries and efficiency. Chairman Grimm stated that he would like to get everyone on the same page so that we can move forward. Administrator Deluhery stated that this project was budgeted for approximately \$30,000 and it came in around \$10,000.

DISCUSSION: Contract Management Process and Software

Administrator Deluhery stated that this would be a centralized digitalized storage place where we can easily access all contracts. He stated that all contracts would be uploaded to the system and Mike Holly would get a notification that there is a contract that needs to be reviewed. He stated that once the contract is finalized, it will be saved in the system. He stated that funds for this project have been set aside in the IT budget.

MOTION

E-25-01

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve appointment of Deene Milam to the Central Illinois Agency on Aging Board

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-02

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve appointment of Alisha Dault to the Human Services Transportation Planning Commission

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-03

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve appointment of Cathryn Stump to the Persons with Developmental Disabilities Board

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-04

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve appointment of Greg Menold to the Tazewell Woodford Youth Services Board

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-05

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve appointment of Kim Joesting to the Veteran's Assistance Commission

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-06

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve reappointment of Nick Graff to We-Care

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-07

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve appointment of Russ Crawford to the Tri-County River Valley Development Authority

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-08

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve appointment of Kaden Nelms to the Tazwood Community Services Board

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-09

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve appointment of Cathryn Stump to the Tazwood Community Services Board

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-10

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve appointment of Tammy Rich-Stimson to the Tazwood Community Services Board

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION
E-25-11

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve the reappointment of Greg Sinn to the Tazewell County Extension Board

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION
E-25-12

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve appointment of Joe Woodrow to the Tazewell County Extension Board

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION
E-25-13

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve reappointment of Terry Ziegenbein to the Sheriff's Merit Commission

On voice vote, **MOTION CARRIED UNANIMOUSLY**

DISCUSSION: Assessor Tax Website/CAMA

Member Schneider stated that the assessor's website has two main functions that a lot of title companies and real estate agents use. He stated that the tax website and CAMA site are currently down. He stated that they have a process in place that if you need a property card, you have to email the Assessor's Office, and it can take 2-3 business days. He recommended providing more help in that department so the turnaround time would be one business day.

Administrator Deluhery stated that the turnaround time has been revised on the website to one business day. He stated that as soon as an email request comes in, it goes directly to the person who can do it right away.

Chairman Grimm recessed the meeting at 5:00 p.m.

(transcribed by S. Gullette)

Minutes pending committee approval



In-Place Executive Committee Meeting

Jury Commission Room – McKenzie Building
Wednesday, January 29, 2025 – 6:17 p.m.

Committee Members Present: Chairman Brett Grimm, Vice Chairman Michael Harris, Jay Hall, Kim Joesting, Greg Menold, Greg Sinn, Max Schneider, Russ Crawford

Committee Members Absent: Bill Atkins, Nancy Proehl, Dave Mings

Others Attending: Mike Deluhery, County Administrator

MOTION

E-25-19

MOTION BY MEMBER HARRIS, SECOND BY MEMBER HALL to Recommend to Approve Joining a Class Action Settlement Against Visa and Mastercard

Administrator Mike Deluhery stated that this is a \$5.54 billion suit that is being resolved. He stated that the deadline to submit a claim is February 4, 2024. He stated that it is due to Mastercard and Visa violating antitrust laws by imposing excessive fees. He stated that he does not have an estimate as to how much we could receive.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

Chairman Grimm recessed the meeting at 6:20 p.m.

(transcribed by S. Gullette)

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 appoint Sue Webster, Tazewell County Human Resources Director, as Authorized Agent for Illinois Municipal Retirement Fund from Tazewell County (I.D. 37-6002170); and

WHEREAS, this action will place Tazewell County in compliance with Sec. 7-135 of the Illinois Pension Code; and

WHEREAS, said Authorized Agent will be entitled to file Petition for Nominations of an Executive Trustee of IMRF and to cast a ballot for election of an Executive Trustee of IMRF; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorize execution of attached IMRF Form 2.20 (Rev. 10/14) "Notice of Appointment of Authorized Agent.

BE IT FURTHER RESOLVED that the County Clerk notify IMRF, Suite 500, 2211 York Road, OakBrook, IL 60523-2337 and the County Board of this action.

PASSED THIS 26th DAY OF FEBRUARY, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME Tazewell County		EMPLOYER IMRF I.D. NUMBER 03067	
AUTHORIZED AGENT'S SALUTATION <input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	LAST NAME Webster	FIRST NAME Sue	MIDDLE INITIAL JR., SR., II, ETC.
TYPE OF GOVERNING BODY County			
DATE APPOINTMENT MADE (MM/DD/YYYY) 02/26/2025	EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY) 03/01/2025	POSITION TITLE Human Resources Director	
Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot):			
To file Petition for Nominations of an Executive Trustee of IMRF		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
To cast a Ballot for Election of an Executive Trustee of IMRF		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
X _____		_____	
SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE		DATE (MM/DD/YYYY)	
CERTIFICATION			
I, John Ackerman		Clerk	
NAME		CLERK OR SECRETARY	
of the Tazewell County Board			
NAME OF EMPLOYER			
and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.			
SEAL		_____	
		SIGNATURE OF CLERK OR SECRETARY	
BUSINESS ADDRESS			
All correspondence and communications with the Authorized Agent are to be addressed as follows:			
NAME (IF DIFFERENT FROM ABOVE)			
<input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.			
BUSINESS ADDRESS 11 S. 4th Street, Suite 338			
CITY STATE AND ZIP + 4 Pekin, IL 61554			
DAYTIME TELEPHONE NO. (with Area Code) (309) 478-5917		ALTERNATE TELEPHONE NUMBER (with Area Code) (309) 478-5934	
FAX NO. (with Area Code) (309) 478-5614		EMAIL ADDRESS swebster@tazewell-il.gov	

Illinois Municipal Retirement Fund

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Member Services Representatives 1-800-ASK@IMRF (1-800-275-4673) Fax (630) 706-4289

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve the proposal of the County Clerk to approve changes to the following polling locations; and

WHEREAS, currently Elm Grove 2, Cincinnati 2, and Cincinnati 5 are all utilizing the First Presbyterian Church in Pekin. That facility has closed; and

WHEREAS, the County Clerk is proposing the following changes:

- A) move Elm Grove 2 to Grace Baptist Church along Route 9 in Pekin;
- B) move Cincinnati 2 to The Church of Jesus Christ along 14th Street in Pekin;
- C) move Cincinnati 5 to Pekin Bible Church at the intersection of Allentown and Route 9 in Pekin.

THEREFORE BE IT RESOLVED that the County Board approve the aforementioned polling location changes.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, the Election Division, the Chairmen of each political party and the Township Supervisor of this action.

PASSED THIS 26TH DAY OF FEBRUARY, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the Engineering Design Quote for 2025 culvert repair/replacement/lining from Austin Engineering; and

WHEREAS, the purpose of the proposal is to establish a master services agreement that will allow Austin Engineering to work with the County on an ongoing basis on the development project; and

WHEREAS, Austin Engineering is suggesting a starting design development phase budget of \$15,000; and

WHEREAS, the Heritage Lake Special Service Area Committee recommends to approve the Engineering Design Quote for HLA culvert lining from Austin Engineering and is authorized to move forward with the project as submitted.

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

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

PASSED THIS 26th DAY OF February, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



AUSTIN ENGINEERING CO., INC.

Consulting Engineers / Landscape Architects / Surveyors
Peoria, IL - Davenport, IA – Chattanooga, TN

austinengineeringcompany.com

Heritage Lake HOA
Mr. Brad Reed, President
PO Box 402
Mackinaw, IL 61755
(309) 397-0251
reed.brad.hla@gmail.com

January 23, 2025

Cc: Tazewell County Highway Department
Mr. Dan Parr, County Engineer
21308 IL Route 9
Tremont, IL 61568
(309) 696-1597
dparr@tazewell-il.gov

Re: 2025 Culvert Repair/Replacement/Lining
Construction Documents, Specifications & Construction Phase Assistance
+/- 14 Culverts – Ranging in Diameter from 15 inch to 66 inch
Heritage Lake, Mackinaw, IL

Thank you for the opportunity to submit a proposal for Professional Civil Engineering Construction Documents, Specifications and Construction Phase Assistance for the 2025 Culvert Repairs at Heritage Lake in Mackinaw, IL. The purpose of this proposal is to request approval from Heritage Lake HOA (HLA) and Tazewell County Highway Department (TCHD) for additional services required for this project beyond the original approved design development scope with AECI. HLA now desires to move into the construction documentation, specifications and construction phases of the project.

Each work package includes all labor, equipment, and materials required to complete the task in accordance with generally accepted Civil Engineering and Landscape Design standards. Any review fees or deposits required by the approving agencies or Authorities Having Jurisdiction (AHJ) will be invoiced as a reimbursable expense at cost or through direct payment by Client. All other miscellaneous expenses are included in the lump sum proposal amounts.

Civil Engineering Construction Plans & Bidding Phase

Austin Engineering is pleased to submit an engineering proposal for the preparation of detailed construction plans, specifications and bidding for this construction project, based on the following scope of work.

311 SW Water St., Suite 215, Peoria, IL 61602
220 Emerson Pl., Suite 101-A, Davenport, IA 52801
2115 Stein Drive, Suite 201, Chattanooga, TN 37421
P 1 (844) 691-AECI

Incorporated August 18, 1947

- 1) The construction plans will be based on the approved design development plans and those modifications noted by email from Brad Reed on January 23, 2025.
- 2) Complete a detailed overall improvement plan and detailed location sheets as needed.
- 3) Construction Plans would be completed in accordance with generally accepted engineering standards and in sufficient detail to obtain HLA & TCHD approvals. In specific, the site plan would include but not be limited to:
 - a. Locations of Culverts for Lining, with sizes and estimated slopes.
 - b. Lining Specifications
 - c. Erosion Control Items
 - d. Special Sedimentation Control Items, as requested.
 - e. Site Restoration.
- 4) Project specifications & details will be included on the plan sheet drawings and a separate general and special provisions specification booklet will be prepared for the purpose of soliciting bids and entering into a contract with an approved vendor.
- 5) Because the total site disturbance is expected to be less than 1-Acre in size, an IEPA Stormwater Grading Permit is NOT required and excluded from this proposal.
- 6) Prepare, submit, and secure permits from the following governing bodies:
 - a. Tazewell County Highway Department
- 7) Prepare a summary of plan quantities to aid with construction pricing.
- 8) Review of plan set at 50% and 90% completion by email and phone conference or meetings at our Peoria, IL office.
- 9) Assist with Bid Advertisement, Bid Review & Bid Tab.
- 10) Assist with finalizing contract documents with an approved vendor/contractor.
- 11) **Exceptions:** In addition to any exceptions noted in the above task deliverables, the following exceptions or special notes shall apply:
 - a. *Plan design changes as a result of un-foreseen conditions, Client/Owner Revisions during the detailed plan completion phase or other circumstances outside the control of Austin Engineering will require a task order approval prior to these services being provided by AECl.*
 - b. *If required, detailed Environmental/Historic Preservation Studies are NOT included in this proposal.*
 - c. *No Geotechnical Design Services are included.*
 - d. *Should retaining walls be desired or un-avoidable in order to accommodate the layout and negotiate grade changes on the site, any structural design requirement for these retaining walls are not included and will require task change order approval.*
 - e. *If offsite utility easements become necessary, these services are not included and will require separate proposal approval.*
 - f. *Any professional services required after the third (3rd) submittal to a regulatory permitting agency shall be considered an additional service and billed on an hourly basis at our current rates (attached).*

We propose to perform the above-mentioned design work for a Lump Sum Fee of **\$16,000**. Review fees or deposits required by AHJ will be the responsibility of client to pay in advance at time of submittal or reimbursed to AECI at time of invoice.

Construction Layout Services

If required, these are to be provided and paid for by the Site General Contractor with a recommendation included in the construction plan documents that AECI be contacted for a proposal to provide professional land surveying construction layout services.

Construction Observation Services – Part Time

At the time of preparing this proposal, on-site construction observation is assumed to be on a part-time basis for the duration of the project. We estimate a total of 25 working days but will rely on the approved vendor/contractor for a schedule once they are awarded the project. For purposes of establishing a working budget, at time of proposal, we would offer the following calculation:

25 Working Days, 4 hours per day of on-site observation = 100 field hours = \$13,000
 Office Hours @ 10% of Field = 10 office hours = \$1,700

Estimated Budget Placeholder = +/--\$15K

Construction Engineering Support Services

It is understood that AECI may be requested from time to time to provide construction engineering support services. These services shall be performed and billed on an hourly basis. Only services performed as a result of a request from client shall be considered “Authorized Services” and approved in writing in advance via email correspondence. Typical CA services include responses to contractor requests for information or clarification, review of pay requests, involvement with regular construction progress calls, site visits for clarification of design intent, miscellaneous plan changes due to unforeseen data available at time of construction plan preparation of due to issues or circumstance beyond the direct control of AECI. Based on past experience with similar project of similar scale and scope, we propose a budget placeholder for these services in the amount of **\$5,000**. Time will be tracked on an hourly basis and additional budget may be required depending on the specific details and occurrences during the construction phase.

Summary of Deliverables	Lump Sum	Hourly
Construction Plans, Specs & Bidding	\$16,000	
Construction Observation (Part-Time)		\$15,000 (Budget)
Construction Support Services		\$5,000 (Budget)
Totals	\$16,000	\$20,000 (Budget)

A mutually agreeable schedule for the completion of our services will be honored. We would anticipate the process from notice to proceed to construction permit approval to take between 60 to 90 days pending review times by AHJ.

311 SW Water St., Suite 215, Peoria, IL 61602
 220 Emerson Pl., Suite 101-A, Davenport, IA 52801
 2115 Stein Drive, Suite 201, Chattanooga, TN 37421
 P 1 (844) 691-AECI

Incorporated August 18, 1947

Invoices will be submitted each month on an hourly basis as time is incurred and payment is expected within 30-45 days of the date of each invoice. Progressive payments for invoices not received within 30-45 days of submittal will incur interest charges in accordance with our General Conditions attached hereto, and work will be paused until each progressive invoice is paid in full. Payment for services provided under this agreement shall not be contingent on approval of any financing or negotiated leases with third parties. Services may be paused or cancelled at any time by providing email notice and an invoice will be generated for payment for work performed through the date that the email is received. All emails regarding projects related to invoicing and proposals should be directed to Devin Birch, President of Austin Engineering at dbirch@austinengineeringcompany.com. A copy of our current hourly rates are attached hereto for those tasks proposed to be tracked and invoiced on an hourly as-needed basis. Hourly rates are subject to change on an annual basis, and a new hourly rate sheet will be provided to your office by email with notice of the new effective date.

Again, we appreciate your consideration of Austin Engineering for your Professional Engineering and Land Surveying needs. If you have any questions or need additional information with respect to this proposal, please do not hesitate to contact us. We will begin work immediately upon receipt of your authorized signature below.

Sincerely,



Devin Birch, PE
Principal

* Accepted by:

Mr. Brad Reed

AUSTIN ENGINEERING CO., INC. GENERAL CONDITIONS (CIVIL AND LAND SURVEYING SERVICES)

THESE STANDARD TERMS AND CONDITIONS SHALL CONTINUE IN FORCE AND EFFECT DURING AND AFTER THE COMPLETION OF AUSTIN ENGINEERING CO., INC.'S EMPLOYMENT AND SHALL CONTROL ANY CONFLICTING TERM OR CONDITION UNLESS AUSTIN ENGINEERING CO., INC. AGREES OTHERWISE IN WRITING.

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Austin Engineering Co., Inc. (AECI) professional services proposal to which these General Conditions are attached, AECI's Schedule of Fees and Services, client's acceptance and signature (written or digital) on said proposal, AECI acceptance of said proposal, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by Austin Engineering Co., Inc. (except where distinction is necessary, either work or professional services are referred to as "services" herein). If client is ordering the services on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said service, and in such case the term "client" shall also include the principal for whom the services are being performed. Prices quoted and charged by AECI for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any report prepared by AECI. Unless otherwise expressly assigned in writing, AECI shall have no duty to any third party, and in no event shall AECI have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from AECI shall constitute acceptance of AECI's proposal and these General Conditions. In addition, Client's acceptance of AECI's proposal and these General Conditions may be indicated by Client signing the proposal, and a facsimile copy or an electronic signature by Client shall be considered as an original signature by Client.

2. ADDITIONAL SERVICES: For additional services not included above, the Consultant shall be compensated on an hourly basis per the attached fee schedule or lump sum fee as approved in advance in writing by both parties.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If AECI is required to delay any part of its services to accommodate the requests or requirements of client, regulatory agencies, or other parties, or due to any cause beyond its reasonable control, client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for AECI to perform its services. AECI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, AECI has not included in its fee the cost of restoration of damage which may occur and will not be responsible for such costs.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that client has advised AECI of any known or boundary or title disputes, defects in title, or ongoing litigation involving the property and has notified AECI of any suspected hazardous materials, utility lines, underground structures, or any other matter which may affect the ability of AECI to perform its duties as outlined in the Proposal or specified within these General Conditions at any site at which AECI is to perform services under this Agreement.

6. SITE INVESTIGATION: AECI services shall not include investigation for wetlands, environmentally protected or endangered species, hazardous substances, materials or waste or petroleum products. The above items include, but are not limited to, any material, species, or area now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. AECI shall not be liable for any damages as a result of the encounter with any of the items mentioned above. AECI's sole duty shall be to notify client of any encounter with the items mentioned above and AECI has no duty to identify or attempt to identify them within the project area.

7. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, AECI will report its test results and observations as more specifically set forth elsewhere in this Agreement. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and AECI recommendations. No claims for loss, damage or injury shall be brought against AECI unless all tests and inspections have been so performed and unless AECI recommendations have been followed.

AECI services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose

work is being tested. AECI services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. AECI services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. AECI services shall not include any responsibility or liability for the owner and/or contractor's site safety and/or operations of construction, including surface water management practices. "Contractor" as used herein shall include the general contractor, subcontractors, suppliers, architects, engineers and construction managers.

8. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by AECI unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. The test report documents shall not be considered certification or guarantee that certain conditions have been met. Conditions may not be uniform throughout an entire site and construction materials may vary from the samples taken. AECI shall not be liable for diminution of value wherein the results of the investigation and evaluation may result in decreased value of a property or project. Unless otherwise agreed in writing, the procedures employed by AECI are not designed to detect intentional concealment or misrepresentation of fact by others. AECI services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against AECI as a result of its services.

9. TERMINATION: This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, AECI shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses.

10. RETAINER/BILLING/PAYMENT: The firm or individual engaging AECI is responsible for payment of charges unless AECI is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Payment to AECI is not contingent upon the sale of the property or closing of any financial transactions. Prior to the provision of services, the Client shall deposit a retainer with AECI in accordance with the proposal, if required. Invoices for AECI services shall be submitted, at AECI's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. Client shall notify AECI in writing within ten (10) days of receipt of AECI's invoice of any disputed amounts and the basis of the dispute. If no notice of dispute is received in writing within ten (10) days, full invoice amount shall be valid and due. Payments may be made via cash, check, or credit card. A 3.5% convenience fee will be assessed on all credit card payments. Client agrees to pay interest on all amounts invoiced and not paid within thirty (30) days at the rate of eighteen (18%) per annum (or the minimum interest rate permitted by applicable law, whichever is the lesser) until paid. The retainer (if required) shall be credits on the final invoice. In the event that any portion of an account remains unpaid 90 days after the billing, AECI may institute action and Client shall pay all costs of collection, including attorney's fees.

11. STANDARD OF CARE: AECI professional services will be performed, its findings obtained, and its reports prepared in accordance with this Agreement and with general accepted principles and practices. In performing its professional services, AECI will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. AECI may rely upon information supplied by the client engaging AECI, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. In performing physical work in pursuit of its professional services, AECI will use that degree of care and skill ordinarily used under similar circumstances. This statement is in lieu of all other warranties or representations, either express or implied. Statements made in AECI reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

12. LIMITATION OF LIABILITY: Should AECI or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon AECI services or work agree that the maximum aggregate amount of damages for which AECI, its officers, employees and agents shall be liable is limited to \$5,000 or the total amount of the fee paid to AECI for its services performed with respect to the project whichever amount is greater.

AUSTIN ENGINEERING CO., INC.

In the event client is unwilling or unable to limit the damages for which AECl may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of client received within five (5) days of client's acceptance of AECl's proposal, client will notify AECl of client's requested liability limit and AECl will provide an appropriate fee to be charged for the increase of this limit. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the exposure to an award of greater damages. In the event that AECl and the client cannot reach an agreement, AECl shall terminate the contract and refund the retainer to the client, less any amount due for work performed to date.

13. INDEMNITY: Subject to the provisions set forth herein, AECl and client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorney's fee arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees. In the event both are negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rate share of negligence or fault. AECl and client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS AND DATA: All documents produced and data collected by AECl are the instruments of AECl's professional service and shall remain the property of AECl and may not be used by the client for any other purpose without the prior written consent of AECl.

15. SUBPOENAS: AECl employees shall not be retained as expert witness except by separate written agreement. Client agrees to pay AECl pursuant to AECl's then current Fee Schedule for any AECl employee(s) subpoenaed by any party as an occurrence witness as a result of AECl's services.

16. OTHER AGREEMENTS: AECl shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this Agreement or any provision wherein AECl waives any rights to a mechanics lien, or any provision that conditions AECl's right to receive payment for its services upon payment to client by any third party. These General Conditions are notice, where required, that AECl shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. All understandings and agreements heretofore had among the parties respecting this transaction, are merged in this Agreement. Unless expressly accepted by AECl in writing prior to delivery of AECl's services, client shall not add any conditions other than those contained in the Agreement. AECl's offer to provide services is conditioned on client's acceptance of all the terms and conditions set forth in these General Conditions without alteration or modification of any kind. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The parties hereto consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of Peoria, Illinois or the Federal District Court for the Mid-Central District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

2025 Fee Schedule

Senior Professional Engineer	\$170.00/Hr.
Senior Project Manager	\$170.00/Hr.
Project Manager	\$130.00/Hr.
Professional Engineer	\$145.00/Hr.
Engineer II	\$110.00/Hr.
Engineer I	\$100.00/Hr.
Landscape Architect	\$115.00/Hr.
Professional Land Surveyor	\$150.00/Hr.
Land Survey Technician	\$ 95.00/Hr.
Surveyor I	\$100.00/Hr.
Surveyor II	\$110.00/Hr.
1-Man Survey with Robotic Instrument/GPS	\$145.00/Hr.
2-Man Survey Crew	\$175.00/Hr.
Expert Witness	\$500.00/Hr.

Rates are reviewed and adjusted on an annual basis in December for the following year.



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 a list of project requests for federal community project funding or other funding sources if the opportunity becomes available; and

WHEREAS, community project funding is spending provisions in federal legislation that are requested on behalf of a community by a Member of Congress; and

WHEREAS, an application process typically occurs in late winter to early spring for a short one-to-three-week window in which communities may submit requests to their legislators; and

WHEREAS, each year leadership in Congress sets the rules for the funding, including the types and quantity of projects a Member of Congress may submit; and

WHEREAS, the yearly rules dictate which categories are eligible and typically include areas such as infrastructure, public safety, or economic development; and

WHEREAS, Tazewell County has a significant need for highway infrastructure improvements; and

WHEREAS, guidelines typically dictate that the submittal of transportation projects should be limited to one project per Congressional district with the funding request being between \$500,000 and \$4,000,000; and

WHEREAS, the County Highway Engineer has identified the below two projects with their rationale for inclusion:

1. Bridge Replacement for Hopedale Road over Little Mackinaw Creek
(Structure 090-3024; Section 23-00040-00-BR)

This project consists of the replacement of the existing, structurally deficient bridge built in 1961, carrying the two-lane county highway (CH 9) over the Little Mackinaw River. The project also includes reconstruction of the roadway approaches to the bridge. The bridge

and highway serve farm-to market traffic, commuters, local business and residents of Tazewell County. The bridge has been restricted to less than legal loads only and is past its design life, showing significant signs of deterioration.

2. Road Widening of Muller Road from East Peoria to Morton (Section 22-00019-00-WR)

This project would achieve a significant reduction in traffic fatalities and serious injuries on this segment of roadway. By including a 6' paved shoulder and 2' aggregate shoulder and flattening the slopes to 1:4 the traveling public will have more space to recover if they leave the roadway. Also, by widening the roadway there will be improved space for agricultural equipment and a safer shared road between the users and agricultural equipment. By relocating the intersection of Roth Road to the west approximately 200', the sight distance will be improved so turning onto Muller Rd from Roth will be safer. Also, by bringing the needed guardrail locations up to the current standards will increase the safety to the traveling public. Reconstruction and resurfacing of Muller Road will help improve the National Highway Freight Network by improving the roadway which strengthens the ability of rural communities to access national and international trade markets, supporting regional economic development. This segment of roadway connects to Pinecrest Dr on the west end, which leads to Interstate 74 and from I-74 to the rest of the nation and international markets; and

WHEREAS, it is also recognized that additional funding opportunities may also have a local match commitment, typically up to thirty percent of the total construction costs, as well as all engineering fees and right-of-way costs.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorize the submittal of the projects for community project funding in the amount of \$4 million, or as otherwise determined appropriate within the rules and guidelines provided this year.

BE IT FURTHER RESOLVED that the County Clerk notify the Highway Engineer and the County Board of this action.

PASSED THIS 26th DAY OF FEBRUARY, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman