

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 County Board authorized the purchase of new equipment under Resolution T-25-02, and;

WHEREAS, the Tazewell County Highway Department is now in possession of the following surplus equipment and vehicles that are of no further serviceable use to Tazewell County, and;

TCHD EQUIPMENT UNIT NO.	DESCRIPTION	YEAR / MODEL
UNIT #7	Pickup Truck	2013 F-350, 2WD, Crew Cab
UNIT #10	Service Truck	2001 F-450, SD, Regular Cab

WHEREAS, it has been determined that disposal of the surplus equipment and vehicles is in the best interest of Tazewell County.

THEREFORE BE IT RESOLVED that the County Board authorize the County Engineer to conduct an online auction of surplus equipment and vehicles at www.govdeals.com.

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 25th day of June, 2025

ATTEST:



County Clerk



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 23-19129-00-BR for the bridge on School Street (TR 190) over Farm Creek (Existing Structure No. 090-5027) 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 Crawford, Murphy and Tilly, Inc.; and

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

BE IT FURTHER 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 25th day of June, 2025

ATTEST:


County Clerk


County Board Chairman



Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Tazewell County Highway Department	Tazewell	23-19129-00-BR	
Project Number	Contact Name	Phone Number	Email
	Dan Parr, P.E.	(309) 925-5532	dparr@tazewell-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
School Street		600 Ft	090-5027
Location Termini			Add Location
Section 29, Township 26 N, Range 3 W, 3rd P.M. 200 Ft. south of Old Mink Farm Road			Remove Location

Project Description
Preliminary Engineering Phase 1 & 2 for the removal and replacement of the existing structure carrying School Street over Farm Creek and necessary roadway approach work to match the new structure.

Engineering Funding ☒ MFT/TBP ☐ State ☒ Other **Local**
Anticipated Construction Funding ☐ Federal ☒ MFT/TBP ☐ State ☒ Other **Local**

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Crawford, Murphy & Tilly, Inc.	Chris Whitfield	(309) 680-1310	cwhitfield@cmtengr.com
Address	City	State	Zip Code
203 Harrison Street	Peoria	IL	61602

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to 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 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 Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities 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
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum or Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. 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).
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: Fixed

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 origin 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.
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
Crawford, Murphy & Tilly, Inc.	37-0844662	\$168,541.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midwest Engineering and Testing, Inc		\$15,500.00
Subconsultant Total		\$15,500.00
Prime Consultant Total		\$168,541.00
Total for all work		\$184,041.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
County

 of

Local Public Agency
Tazewell County Highway Department

By (Signature & Date)

By (Signature & Date)

Local Public Agency
Tazewell County Highway

Local Public Agency Type
County

 Clerk

Title
Tazewell County Board Chairman

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Crawford, Murphy & Tilly, Inc.

By (Signature & Date)

Chris Whitfield Digitally signed by Chris Whitfield
Date: 2025.06.19 11:44:47 -05'00'

Title

Project Manager

By (Signature & Date)

Eric Hansen Digitally signed by Eric Hansen
Date: 2025.06.20 12:11:03 -05'00'

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

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EXHIBIT A

SCOPE OF SERVICES

Phase I & II Engineering Services for the
Replacement of Structure Number 090-5027
School Street over Farm Creek

Tazewell County, Washington Township
Section No. 23-19129-00-BR

June 2025

Local Public Agency: Tazewell County

IDOT District 4

SCOPE OF WORK

School Street Structure Replacement

The following provides basic information about the proposed improvements and assumptions that have been necessary to define the limits of the project and a fee estimate to provide the necessary services identified in this AGREEMENT.

Project Limits

Design and Environment studies (Phase I) and Plan Development (Phase II) of Structure Number 090-5027 and approaching School Street under Section 23-19129-00-BR.

Project Description

- Remove and replace existing reinforced concrete box culvert, SN 090-5027 with a single span bridge with spill through abutments. Bridge will not be widened to accommodate pedestrians.
- The proposed approach roadway cross section shall include a 2-lane reconstructed HMA pavement section with aggregate shoulders.
- Maintenance of Traffic/Staging: School Street will be closed to traffic during structure and roadway reconstruction. Property access shall be maintained.

Project Funding

LA has been granted bridge funds through the Township Bridge Program. This funding provides the County with a maximum of 80% of the construction and other professional fees required to study and design the structure replacement construction project. LA will fund the remaining 20% construction and construction engineering cost with local funds.

This AGREEMENT for engineering services has been made based on the understanding that the construction costs of all proposed improvement will be approximately \$1,000,000.

Design Criteria

The highest Average Annual Daily Traffic volume on existing School Street over Farm Creek is 1,800 vehicles per day in year 2023.

The functional classification of the route is Major Collector.

IDOT's Bureau of Local Roads Manual provides design criteria for the roadway based on the traffic volume and functional classification.

AASHTO LRFD Bridge Design Specifications, 10th edition.

Property Impacts

- Public Street Intersections: Old Mink Farm Road, Park Lane
- Private Entrances: 2 locations
- Adjacent Properties: 5 properties
- Proposed improvements are not anticipated to impact the railroad right of way.

SCOPE OF WORK

School Street Structure Replacement

DOCUMENTS TO BE PREPARED OR REVIEWED BY CMT:

- Phase I – Project Development
 - Hydraulic and Topographic Surveys
 - Geotechnical Subsurface Investigations
 - Asbestos Determination Certification
 - Environmental Survey Request with Attachments
 - Preliminary Bridge Design & Hydraulic Report (BLR 10210)
 - Scour Critical Coding Report
 - USACE Permit and IDNR Permit Coordination
- Phase II – Plan Development
 - Pavement Design
 - Pre-Final Plans
 - Final Plans
 - AASHTOWare Load Rating for Proposed Bridge
 - Special Provisions and Check Sheets
 - Estimate of Cost
 - Estimate of Time
 - Land Acquisition Documentation
 - Structural Shop Drawing Review

TASK ITEM SUMMARY:

1. Project Management & Coordination
 - a. Monthly progress reports
 - b. Utility company coordination to address conflicts
 - c. Agency Coordination
 - i. IDOT District 4 Local Roads
 - ii. IDOT Bridge Office
 - iii. Environmental - IDNR, IL EPA
 - iv. Washington Road District, Tazewell County
2. Data Collection
 - a. Record roadway and structure plan information
 - b. Structure inspection reports
 - c. Right-of-way data
 - d. Tax and topographic maps
 - e. Courthouse data and title commitments
 - f. Utility data
 - g. Historic hydraulic data
 - h. Prepare Environmental Survey Request
3. Field Surveys
 - a. Review and establish horizontal control points
 - b. Review and establish vertical control benchmarks
 - c. Topographic surveys and roadway cross sections
 - d. Hydraulic surveys and creek cross sections
 - e. In office digital terrain model development

4. Preliminary Bridge Design and Hydraulic Report
 - a. Hydrology and determine flow rates
 - b. Create existing HEC-RAS creek model
 - c. Create proposed HEC-RAS creek model
 - d. Structural analysis of proposed alternatives
 - e. Type, Size and Location plan sheet
 - f. Scour analysis and Scour Critical Coding Report
 - g. Prepare report with applicable exhibits
 - h. IDNR Permit conclusion
5. Right-of-Way Documents
 - a. Right-of-way plats
 - b. Easement plats
 - c. Legal descriptions
6. Geotechnical Studies
 - a. Coordinate soil borings with subconsultant
 - b. Asbestos Determination Certification
 - c. Review soils report and recommendations
7. Pre-Final Plans, Specifications and Estimates
 - a. Construction Plans
 - i. Cover Sheet
 - ii. Summary of Quantities
 - iii. Typical Sections
 - iv. Quantity Schedules
 - v. Removal Plans
 - vi. Detour Plan
 - vii. Alignment, Ties & Benchmarks
 - viii. Plan and Profile sheets
 - ix. Stormwater Pollution Prevention Plans (SWPPP)
 - x. Intersection Grading Plan
 - xi. Pavement Marking & Signing Plans
 - xii. Structural Plans
 - xiii. Details
 - xiv. Cross Sections
 - b. Quantities
 - c. Special Provisions and Check Sheets
 - d. Estimate of Probable Construction Cost
 - e. Estimate of Probable Construction Time
 - f. CMT Quality Assurance reviews
8. Final Plans, Specifications and Estimates
 - a. Revisions per County and IDOT reviews
 - b. AASHTOWare Load Rating for Proposed Bridge
 - c. Final quantities and checking
 - d. Final Estimates of Probable Construction Cost and Time
9. Land Acquisition Services (2 properties anticipated)
 - a. Preparations of documents
 - b. Negotiations
 - c. Certification Documents in accordance with IDOT procedures
 - d. Plats and Legal Descriptions

10. Structural Shop Drawing Review
 - a. Bridge submittals
 - b. Construction RFI's

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County Highway Department	Crawford, Murphy & Tilly, Inc.	Tazewell	23-19129-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Tazewell County is requesting the following schedule:
Preliminary Bridge Design and Hydraulic Report submitted by April 2026
Pre-Final Plans, Specifications and Estimates submitted by September 2026
Final Plans, Specifications and Estimates submitted by November 2026
Right-of-Way documents certified by District 4 mid. November 2026
Letting date in January 2027
Construction able to start March 2027.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County Highway Depart	Crawford, Murphy & Tilly, Inc.	Tazewell	23-19129-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

No Yes

1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>

Project Criteria

Weighting

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
---	---	--------------------------	--------------------------

Selection committee (titles) for this project

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Top three consultants ranked for this project in order

1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EXHIBIT D

COST ESTIMATE OF CONSULTING SERVICES

Phase I & II Engineering Services for the
Replacement of Structure Number 090-5027
School Street over Farm Creek

Tazewell County, Washington Township
Section No. 23-19129-00-BR

June 2025

Local Public Agency: Tazewell County

IDOT District 4



Illinois Department
of Transportation

EXHIBIT D
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
ANNIVERSARY RAISE

Local Public Agency	County	Section Number
Tazewell County Highway Department	Tazewell	23-19129-00-BR
Prime Consultant (Firm) Name	Prepared By	Date
Crawford, Murphy & Tilly, Inc.	Chris Whitfield	6/10/2025
Consultant / Subconsultant Name	Job Number	
Crawford, Murphy & Tilly, Inc.		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	MONTHS	OVERHEAD RATE
32		168.07%
START DATE	7/1/2025	COMPLEXITY FACTOR
RAISE DATE	ANNIVERSARY	0
		% OF RAISE
		3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

16

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

4.00%

The total escalation for this project would be:

4.00%

Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

23-19129-00-BR

Consultant / Subconsultant Name

Crawford, Murphy & Tilly, Inc.

Job Number**PAYROLL RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE**

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	4.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
10. Principal	\$80.71	\$83.94
60. Project Manager	\$65.22	\$67.83
110. Civil Engineer	\$37.96	\$39.48
120. Project Civil Engineer	\$46.23	\$48.08
130. Senior Civil Engineer	\$55.61	\$57.83
140. Senior Civil Engineer 2	\$70.24	\$73.05
210. Structural Engineer	\$39.45	\$41.03
220. Project Structural Engineer	\$46.29	\$48.14
230. Senior Structural Engineer	\$61.50	\$63.96
240. Senior Structural Engineer 2	\$74.48	\$77.45
310. Specialty Engineer	\$37.07	\$38.55
320. Project Specialty Engineer	\$53.46	\$55.60
340. Senior Specialty Engineer 2	\$75.43	\$78.45
410. Specialty Professional	\$38.04	\$39.56
420. Project Specialty Professional	\$42.49	\$44.19
430. Senior Specialty Professional	\$48.85	\$50.80
440. Senior Specialty Professional 2	\$69.20	\$71.97
510. Planner	\$36.45	\$37.91
520. Project Planner	\$45.72	\$47.55
530. Senior Planner	\$58.09	\$60.41
540. Senior Planner 2	\$68.21	\$70.94
900. Admin	\$29.98	\$31.18
1110. Technican	\$31.75	\$33.02
1120. Project Technican	\$38.94	\$40.50
1130. Senior Technican	\$50.48	\$52.50

Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

23-19129-00-BR

Consultant / Subconsultant Name

Crawford, Murphy & Tilly, Inc.

Job Number**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	540	\$0.70	\$378.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	3	\$65.00	\$195.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)	40	\$74.48	\$2,979.20
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
TOTAL DIRECT COSTS:				\$3,552.20

Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

23-19129-00-BR

Consultant / Subconsultant Name

Crawford, Murphy & Tilly, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management & Coordination			Data Collection			Field Surveys			Prelim. Bridge Design & Hyd. Report			ROW Documents		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
10. Principal	83.94	0.0																	
60. Project Manager	67.83	92.0	8.25%	5.60	32	53.33%	36.18							4	3.23%	2.19			
110. Civil Engineer	39.48	8.0	0.72%	0.28															
120. Project Civil Engineer	48.08	286.0	25.65%	12.33	8	13.33%	6.41	20	27.78%	13.36				8	6.45%	3.10			
130. Senior Civil Engineer	57.83	0.0																	
140. Senior Civil Engineer 2	73.05	0.0																	
210. Structural Engineer	41.03	262.0	23.50%	9.64	12	20.00%	8.21	4	5.56%	2.28				48	38.71%	15.88			
220. Project Structural Engineer	48.14	132.0	11.84%	5.70	8	13.33%	6.42	2	2.78%	1.34				24	19.35%	9.32			
230. Senior Structural Engineer	63.96	40.0	3.59%	2.29										32	25.81%	16.51			
240. Senior Structural Engineer 2	77.45	0.0																	
310. Specialty Engineer	38.55	0.0																	
320. Project Specialty Engineer	55.60	0.0																	
340. Senior Specialty Engineer 2	78.45	0.0																	
410. Specialty Professional	39.56	0.0																	
420. Project Specialty Professional	44.19	0.0																	
430. Senior Specialty Professional	50.80	0.0																	
440. Senior Specialty Professional 2	71.97	22.0	1.97%	1.42							12	20.00%	14.39				10	21.74%	15.65
510. Planner	37.91	0.0																	
520. Project Planner	47.55	0.0																	
530. Senior Planner	60.41	36.0	3.23%	1.95															
540. Senior Planner 2	70.94	8.0	0.72%	0.51															
900. Admin	31.18	0.0																	
1110. Technician	33.02	0.0																	
1120. Project Technician	40.50	197.0	17.67%	7.16				38	52.78%	21.37	24	40.00%	16.20	8	6.45%	2.61			
1130. Senior Technician	52.50	32.0	2.87%	1.51				8	11.11%	5.83	24	40.00%	21.00						31.69
		0.0																	
		0.0																	
TOTALS		1115.0	100%	\$48.39	60.0	100.00%	\$57.21	72.0	100%	\$44.18	60.0	100%	\$51.59	124.0	100%	\$49.61	46.0	100%	\$47.34

Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

23-19129-00-BR

Consultant / Subconsultant Name

Crawford, Murphy & Tilly, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Geotechnical Studies			Pre-Final Plans, Specs. & Estimates			Final Plans, Specs. & Estimates			Land Acquisition Services			Structural Shop Drawing Review					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
10. Principal	83.94																		
60. Project Manager	67.83				40	7.08%	4.80	8	7.14%	4.84				8	36.36%	24.67			
110. Civil Engineer	39.48													8	36.36%	14.36			
120. Project Civil Engineer	48.08	6	60.00%	28.85	208	36.81%	17.70	36	32.14%	15.45									
130. Senior Civil Engineer	57.83																		
140. Senior Civil Engineer 2	73.05																		
210. Structural Engineer	41.03	2	20.00%	8.21	174	30.80%	12.63	16	14.29%	5.86				6	27.27%	11.19			
220. Project Structural Engineer	48.14	2	20.00%	9.63	64	11.33%	5.45	32	28.57%	13.76									
230. Senior Structural Engineer	63.96							8	7.14%	4.57									
240. Senior Structural Engineer 2	77.45																		
410. Specialty Professional	39.56																		
420. Project Specialty Professional	44.19																		
430. Senior Specialty Professional	50.80																		
440. Senior Specialty Professional 2	71.97																		
510. Planner	37.91																		
520. Project Planner	47.55																		
530. Senior Planner	60.41										36	81.82%	49.43						
540. Senior Planner 2	70.94										8	18.18%	12.90						
1120. Project Technician	40.50				79	13.98%	5.66	12	10.71%	4.34									
1130. Senior Technician	52.50																		
TOTALS		10.0	100%	\$46.68	565.0	100%	\$46.25	112.0	100%	\$48.82	44.0	100%	\$62.33	22.0	100%	\$50.21	0.0	0%	\$0.00

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 23-19129-00-BR for the bridge on School Street (TR 190) over Farm Creek (Existing Structure No. 090-5027) 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 Crawford, Murphy and Tilly, Inc.; and

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

BE IT FURTHER 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 25th day of June, 2025

ATTEST:



County Clerk



County Board Chairman



Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Tazewell County Highway Department	Tazewell	23-19129-00-BR	
Project Number	Contact Name	Phone Number	Email
	Dan Parr, P.E.	(309) 925-5532	dparr@tazewell-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
School Street		600 Ft	090-5027
Location Termini			Add Location
Section 29, Township 26 N, Range 3 W, 3rd P.M. 200 Ft. south of Old Mink Farm Road			Remove Location
Project Description			
Preliminary Engineering Phase 1 & 2 for the removal and replacement of the existing structure carrying School Street over Farm Creek and necessary roadway approach work to match the new structure.			

Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Local
Anticipated Construction Funding	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Local

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Crawford, Murphy & Tilly, Inc.	Chris Whitfield	(309) 680-1310	cwhitfield@cmtengr.com
Address	City	State	Zip Code
203 Harrison Street	Peoria	IL	61602

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to 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 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 Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities 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
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. 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).
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: Fixed

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 origin 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.
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
Crawford, Murphy & Tilly, Inc.	37-0844662	\$168,541.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midwest Engineering and Testing, Inc		\$15,500.00
Subconsultant Total		\$15,500.00
Prime Consultant Total		\$168,541.00
Total for all work		\$184,041.00

AGREEMENT SIGNATURES

Executed by the LPA:

		Local Public Agency Type	Local Public Agency
Attest:	The	County	of Tazewell County Highway Department
By (Signature & Date)		By (Signature & Date)	
<div></div>		<div></div>	
Local Public Agency	Local Public Agency Type	Title	
Tazewell County Highway	County	Clerk	

(SEAL)

Executed by the ENGINEER:

		Prime Consultant (Firm) Name
Attest:	Crawford, Murphy & Tilly, Inc.	
By (Signature & Date)		By (Signature & Date)
<div>Chris Whitfield Digitally signed by Chris Whitfield Date: 2025.06.19 11:44:47 -05'00'</div>		<div>Eric Hansen Digitally signed by Eric Hansen Date: 2025.06.20 12:11:03 -05'00'</div>
Title		Title
Project Manager		Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

EXHIBIT A

SCOPE OF SERVICES

Phase I & II Engineering Services for the
Replacement of Structure Number 090-5027
School Street over Farm Creek

Tazewell County, Washington Township
Section No. 23-19129-00-BR

June 2025

Local Public Agency: Tazewell County
IDOT District 4

SCOPE OF WORK

School Street Structure Replacement

The following provides basic information about the proposed improvements and assumptions that have been necessary to define the limits of the project and a fee estimate to provide the necessary services identified in this AGREEMENT.

Project Limits

Design and Environment studies (Phase I) and Plan Development (Phase II) of Structure Number 090-5027 and approaching School Street under Section 23-19129-00-BR.

Project Description

- Remove and replace existing reinforced concrete box culvert, SN 090-5027 with a single span bridge with spill through abutments. Bridge will not be widened to accommodate pedestrians.
- The proposed approach roadway cross section shall include a 2-lane reconstructed HMA pavement section with aggregate shoulders.
- Maintenance of Traffic/Staging: School Street will be closed to traffic during structure and roadway reconstruction. Property access shall be maintained.

Project Funding

LA has been granted bridge funds through the Township Bridge Program. This funding provides the County with a maximum of 80% of the construction and other professional fees required to study and design the structure replacement construction project. LA will fund the remaining 20% construction and construction engineering cost with local funds.

This AGREEMENT for engineering services has been made based on the understanding that the construction costs of all proposed improvement will be approximately \$1,000,000.

Design Criteria

The highest Average Annual Daily Traffic volume on existing School Street over Farm Creek is 1,800 vehicles per day in year 2023.

The functional classification of the route is Major Collector.

IDOT's Bureau of Local Roads Manual provides design criteria for the roadway based on the traffic volume and functional classification.

AASHTO LRFD Bridge Design Specifications, 10th edition.

Property Impacts

- Public Street Intersections: Old Mink Farm Road, Park Lane
- Private Entrances: 2 locations
- Adjacent Properties: 5 properties
- Proposed improvements are not anticipated to impact the railroad right of way.

SCOPE OF WORK

School Street Structure Replacement

DOCUMENTS TO BE PREPARED OR REVIEWED BY CMT:

- Phase I – Project Development
 - Hydraulic and Topographic Surveys
 - Geotechnical Subsurface Investigations
 - Asbestos Determination Certification
 - Environmental Survey Request with Attachments
 - Preliminary Bridge Design & Hydraulic Report (BLR 10210)
 - Scour Critical Coding Report
 - USACE Permit and IDNR Permit Coordination
- Phase II – Plan Development
 - Pavement Design
 - Pre-Final Plans
 - Final Plans
 - AASHTOWare Load Rating for Proposed Bridge
 - Special Provisions and Check Sheets
 - Estimate of Cost
 - Estimate of Time
 - Land Acquisition Documentation
 - Structural Shop Drawing Review

TASK ITEM SUMMARY:

1. Project Management & Coordination
 - a. Monthly progress reports
 - b. Utility company coordination to address conflicts
 - c. Agency Coordination
 - i. IDOT District 4 Local Roads
 - ii. IDOT Bridge Office
 - iii. Environmental - IDNR, IL EPA
 - iv. Washington Road District, Tazewell County
2. Data Collection
 - a. Record roadway and structure plan information
 - b. Structure inspection reports
 - c. Right-of-way data
 - d. Tax and topographic maps
 - e. Courthouse data and title commitments
 - f. Utility data
 - g. Historic hydraulic data
 - h. Prepare Environmental Survey Request
3. Field Surveys
 - a. Review and establish horizontal control points
 - b. Review and establish vertical control benchmarks
 - c. Topographic surveys and roadway cross sections
 - d. Hydraulic surveys and creek cross sections
 - e. In office digital terrain model development

4. Preliminary Bridge Design and Hydraulic Report
 - a. Hydrology and determine flow rates
 - b. Create existing HEC-RAS creek model
 - c. Create proposed HEC-RAS creek model
 - d. Structural analysis of proposed alternatives
 - e. Type, Size and Location plan sheet
 - f. Scour analysis and Scour Critical Coding Report
 - g. Prepare report with applicable exhibits
 - h. IDNR Permit conclusion
5. Right-of-Way Documents
 - a. Right-of-way plats
 - b. Easement plats
 - c. Legal descriptions
6. Geotechnical Studies
 - a. Coordinate soil borings with subconsultant
 - b. Asbestos Determination Certification
 - c. Review soils report and recommendations
7. Pre-Final Plans, Specifications and Estimates
 - a. Construction Plans
 - i. Cover Sheet
 - ii. Summary of Quantities
 - iii. Typical Sections
 - iv. Quantity Schedules
 - v. Removal Plans
 - vi. Detour Plan
 - vii. Alignment, Ties & Benchmarks
 - viii. Plan and Profile sheets
 - ix. Stormwater Pollution Prevention Plans (SWPPP)
 - x. Intersection Grading Plan
 - xi. Pavement Marking & Signing Plans
 - xii. Structural Plans
 - xiii. Details
 - xiv. Cross Sections
 - b. Quantities
 - c. Special Provisions and Check Sheets
 - d. Estimate of Probable Construction Cost
 - e. Estimate of Probable Construction Time
 - f. CMT Quality Assurance reviews
8. Final Plans, Specifications and Estimates
 - a. Revisions per County and IDOT reviews
 - b. AASHTOWare Load Rating for Proposed Bridge
 - c. Final quantities and checking
 - d. Final Estimates of Probable Construction Cost and Time
9. Land Acquisition Services (2 properties anticipated)
 - a. Preparations of documents
 - b. Negotiations
 - c. Certification Documents in accordance with IDOT procedures
 - d. Plats and Legal Descriptions

10. Structural Shop Drawing Review
 - a. Bridge submittals
 - b. Construction RFI's

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County Highway Department	Crawford, Murphy & Tilly, Inc.	Tazewell	23-19129-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Tazewell County is requesting the following schedule:
Preliminary Bridge Design and Hydraulic Report submitted by April 2026
Pre-Final Plans, Specifications and Estimates submitted by September 2026
Final Plans, Specifications and Estimates submitted by November 2026
Right-of-Way documents certified by District 4 mid. November 2026
Letting date in January 2027
Construction able to start March 2027.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County Highway Department	Crawford, Murphy & Tilly, Inc.	Tazewell	23-19129-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes								
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>								
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?	<input type="checkbox"/>	<input type="checkbox"/>								
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>								
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>								
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>								
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>								
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>								
	Project Criteria	Weighting									
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>								
Selection committee (titles) for this project											
<table border="1"> <tr> <td align="center" colspan="2">Top three consultants ranked for this project in order</td> </tr> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> </table>				Top three consultants ranked for this project in order		1		2		3	
Top three consultants ranked for this project in order											
1											
2											
3											
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>								
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>								
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>								
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>								
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)?	<input type="checkbox"/>	<input type="checkbox"/>								
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>								
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>								

EXHIBIT D

COST ESTIMATE OF CONSULTING SERVICES

Phase I & II Engineering Services for the
Replacement of Structure Number 090-5027
School Street over Farm Creek

Tazewell County, Washington Township
Section No. 23-19129-00-BR

June 2025

Local Public Agency: Tazewell County

IDOT District 4



Illinois Department
of Transportation

EXHIBIT D
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
ANNIVERSARY RAISE

Local Public Agency	County	Section Number
Tazewell County Highway Department	Tazewell	23-19129-00-BR
Prime Consultant (Firm) Name	Prepared By	Date
Crawford, Murphy & Tilly, Inc.	Chris Whitfield	6/10/2025
Consultant / Subconsultant Name	Job Number	
Crawford, Murphy & Tilly, Inc.		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	32	MONTHS	OVERHEAD RATE	168.07%
START DATE	7/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY		% OF RAISE	3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

16

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

4.00%

The total escalation for this project would be:

4.00%

Local Public Agency	County	Section Number
Tazewell County Highway Department	Tazewell	23-19129-00-BR
Consultant / Subconsultant Name		Job Number
Crawford, Murphy & Tilly, Inc.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	4.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
10. Principal	\$80.71	\$83.94
60. Project Manager	\$65.22	\$67.83
110. Civil Engineer	\$37.96	\$39.48
120. Project Civil Engineer	\$46.23	\$48.08
130. Senior Civil Engineer	\$55.61	\$57.83
140. Senior Civil Engineer 2	\$70.24	\$73.05
210. Structural Engineer	\$39.45	\$41.03
220. Project Structural Engineer	\$46.29	\$48.14
230. Senior Structural Engineer	\$61.50	\$63.96
240. Senior Structural Engineer 2	\$74.48	\$77.45
310. Specialty Engineer	\$37.07	\$38.55
320. Project Specialty Engineer	\$53.46	\$55.60
340. Senior Specialty Engineer 2	\$75.43	\$78.45
410. Specialty Professional	\$38.04	\$39.56
420. Project Specialty Professional	\$42.49	\$44.19
430. Senior Specialty Professional	\$48.85	\$50.80
440. Senior Specialty Professional 2	\$69.20	\$71.97
510. Planner	\$36.45	\$37.91
520. Project Planner	\$45.72	\$47.55
530. Senior Planner	\$58.09	\$60.41
540. Senior Planner 2	\$68.21	\$70.94
900. Admin	\$29.98	\$31.18
1110. Technican	\$31.75	\$33.02
1120. Project Technican	\$38.94	\$40.50
1130. Senior Technican	\$50.48	\$52.50

Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

23-19129-00-BR

Consultant / Subconsultant Name

Crawford, Murphy & Tilly, Inc.

Job Number**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	540	\$0.70	\$378.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	3	\$65.00	\$195.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)	40	\$74.48	\$2,979.20
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
TOTAL DIRECT COSTS:				\$3,552.20

Tazewell County Highway Department

Crawford, Murphy & Tilly, Inc.

Tazewell

23-19129-00-BR

Crawford, Murphy & Tilly, Inc.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

COMPLEXITY FACTOR 0.00%

144,633

Local Public Agency

Tazewell County Highway Department

Consultant / Subconsultant Name

Crawford, Murphy & Tilly, Inc.

County

Tazewell

Section Number

23-19129-00-BR

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES				Project Management & Coordination				Data Collection				Field Surveys				Prelim. Bridge Design & Hyd. Report				ROW Documents			
		Hours	% Part.	Wgtd Avg		Hours	% Part.	Wgtd Avg		Hours	% Part.	Wgtd Avg		Hours	% Part.	Wgtd Avg		Hours	% Part.	Wgtd Avg		Hours	% Part.	Wgtd Avg	
10. Principal	83.94	0.0																							
60. Project Manager	67.83	92.0	8.25%	5.60	32	53.33%	36.18											4	3.23%	2.19					
110. Civil Engineer	39.48	8.0	0.72%	0.28																					
120. Project Civil Engineer	48.08	286.0	25.65%	12.33	8	13.33%	6.41			20	27.78%	13.36						8	6.45%	3.10					
130. Senior Civil Engineer	57.83	0.0																							
140. Senior Civil Engineer 2	73.05	0.0																							
210. Structural Engineer	41.03	262.0	23.50%	9.64	12	20.00%	8.21			4	5.56%	2.28						48	38.71%	15.88					
220. Project Structural Engineer	48.14	132.0	11.84%	5.70	8	13.33%	6.42			2	2.78%	1.34						24	19.35%	9.32					
230. Senior Structural Engineer	63.96	40.0	3.59%	2.29														32	25.81%	16.51					
240. Senior Structural Engineer 2	77.45	0.0																							
310. Specialty Engineer	38.55	0.0																							
320. Project Specialty Engineer	55.60	0.0																							
340. Senior Specialty Engineer 2	78.45	0.0																							
410. Specialty Professional	39.56	0.0																							
420. Project Specialty Professional	44.19	0.0																							
430. Senior Specialty Professional	50.80	0.0																							
440. Senior Specialty Professional 2	71.97	22.0	1.97%	1.42										12	20.00%	14.39						10	21.74%	15.65	
510. Planner	37.91	0.0																							
520. Project Planner	47.55	0.0																							
530. Senior Planner	60.41	36.0	3.23%	1.95																					
540. Senior Planner 2	70.94	8.0	0.72%	0.51																					
900. Admin	31.18	0.0																							
1110. Technician	33.02	0.0																							
1120. Project Technician	40.50	197.0	17.67%	7.16						38	52.78%	21.37		24	40.00%	16.20		8	6.45%	2.61		36	78.26%	31.69	
1130. Senior Technician	52.50	32.0	2.87%	1.51						8	11.11%	5.83		24	40.00%	21.00									
		0.0																							
		0.0																							
TOTALS		1115.0	100%	\$48.39	60.0	100.00%	\$57.21			72.0	100%	\$44.18		60.0	100%	\$51.59		124.0	100%	\$49.61		46.0	100%	\$47.34	

Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

23-19129-00-BR

Consultant / Subconsultant Name

Crawford, Murphy & Tilly, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Geotechnical Studies			Pre-Final Plans, Specs. & Estimates			Final Plans, Specs. & Estimates			Land Acquisition Services			Structural Shop Drawing Review					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
10. Principal	83.94																		
60. Project Manager	67.83				40	7.08%	4.80	8	7.14%	4.84				8	36.36%	24.67			
110. Civil Engineer	39.48													8	36.36%	14.36			
120. Project Civil Engineer	48.08	6	60.00%	28.85	208	36.81%	17.70	36	32.14%	15.45									
130. Senior Civil Engineer	57.83																		
140. Senior Civil Engineer 2	73.05																		
210. Structural Engineer	41.03	2	20.00%	8.21	174	30.80%	12.63	16	14.29%	5.86				6	27.27%	11.19			
220. Project Structural Engineer	48.14	2	20.00%	9.63	64	11.33%	5.45	32	28.57%	13.76									
230. Senior Structural Engineer	63.96							8	7.14%	4.57									
240. Senior Structural Engineer 2	77.45																		
410. Specialty Professional	39.56																		
420. Project Specialty Professional	44.19																		
430. Senior Specialty Professional	50.80																		
440. Senior Specialty Professional 2	71.97																		
510. Planner	37.91																		
520. Project Planner	47.55																		
530. Senior Planner	60.41										36	81.82%	49.43						
540. Senior Planner 2	70.94										8	18.18%	12.90						
1120. Project Technician	40.50				79	13.98%	5.66	12	10.71%	4.34									
1130. Senior Technician	52.50																		
TOTALS		10.0	100%	\$46.68	565.0	100%	\$46.25	112.0	100%	\$48.82	44.0	100%	\$62.33	22.0	100%	\$50.21	0.0	0%	\$0.00

COMMITTEE REPORT
LU-25-06
(ZBA Case No. 25-26-A)

Chairman and Members of the Tazewell County Board:

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

RE: Approval of Amendment No. 71 to Title XV, Chapter 157, Zoning Code

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance to Amend Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance to Amend, and

WHEREAS, a public hearing on said proposed Amendment was held before the Zoning Board of Appeals (ZBA) on June 3, 2025 in Case No. 25-26-A; and

WHEREAS, the ZBA deliberated its decision on June 3, 2025 and voted to recommend approval of the proposed Amendment with a finding of fact; and

WHEREAS, your Land Use Committee met on June 10, 2025 to consider: the Amendment, report of the ZBA, the recommendation of the Community Development Administrator; and

WHEREAS, your Land Use Committee voted to recommend approval of the proposed Amendment adopting the findings of fact of the ZBA; and

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

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the proposed Ordinance to Amend Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code.

BE IT FURTHER RESOLVED that the County Clerk notify American Legal Publishing Corporation and Jaclynn Workman, Community Development Administrator of this action;

ADOPTED this 26th day of June, 2025.

ATTEST:



Tazewell County Board Chairman



Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV, CHAPTER 157
ZONING CODE OF TAZEWEILL COUNTY**

Proposed Amendment No. 71
(Zoning Board Case No. 25-26-A)

WHEREAS, an Amendment to the Tazewell County Zoning Code hereinafter was previously referred by the TAZEWEILL COUNTY LAND USE COMMITTEE to the Zoning Board of Appeals for hearing; and

WHEREAS, a public hearing on said Amendment was held June 3, 2025, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*
2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

which findings of fact are hereby **accepted** by this Board as the reason for **approving** the Amendment hereinafter authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS:

(Add new language as bolded and underlined.
Remove language as stricken. Re-letter or re-number accordingly.)

SECTION 1 - DISTRICT REGULATIONS AND STANDARDS

§ 157.060 Chickens/fowl. Specific requirements for chickens/fowl in the R-1 Low Density Residential and R-2 Multi Family Residential Districts:

- (1) Roosters shall be prohibited;**
- (2) The slaughtering of chickens/fowl shall not be allowed on-site, except for humane reasons;**
- (3) Chickens/fowl shall be kept for personal use only and shall be contained within a coop or enclosure/run at all times;**
 - a. Coop:**

1. The structure (coop) behind the rear plane of the existing dwelling;
2. Located not closer than 10 feet from the side and rear yard property lines;
3. A minimum of 30 feet away from any existing structure on any adjoining parcel, such as dwellings, patios, porches, gazebos, decks, or swimming pools, but not including storage structures such as unattached garages or sheds;
4. The coop shall be covered and ventilated to protect chickens/fowl from inclement weather and predators and
5. The coop shall provide a minimum of four square feet per chicken to allow for free movement, and electric service to the coops shall not be provided by an extension cord;

b. Fenced Enclosure:

1. The enclosure shall provide ten square feet per chicken to allow for outdoor time;
 2. The fenced enclosure or run shall be ten feet from any side or rear yard property lines
 3. A 50-foot minimum lateral distance from the fenced enclosure to any well, in clay or loam soils, shall be maintained. For other soils the County Health Department may be called on for assistance in determining a proper distance;
- (4) Coops and fenced enclosures/runs shall be cleaned on a regular basis and remain free from undue accumulated waste, such as to cause odors reasonably detectable on adjacent properties;
- (5) All feed, except when placed for consumption by chickens/fowl, shall be kept in containers with tightly fitted lids that are rodent-proof; and
- (6) The number of chicken/fowl shall be allowed on the following minimum lot sizes,

<u>¼ Acre (10,890 Sq Ft) to 2 acres = 6 chickens</u>
<u>2.01 Acres to 9.99 = Not to exceed the density of animal units per acres as provided in § 157.005 DEFINITIONS.</u>

- (7) Failure to comply with the above restrictions above, as a permitted use, will require special use approval of the Zoning Board of Appeals in compliance with the regulation under Chickens/fowl subject to the regulations under §§ 157.435 through 157.447

SECTION 2 LAND USE MATRIX

§ 157.072 MATRIX.

Principal Uses	Zoning Districts									
	A-1	A-2	R-R	R-1	R-2	C-1	C-2	I-1	I-2	CONS
Chicken/Fowl	P	P	P	P/S	P/S					P

SECTION 3 (R-1) LOW DENSITY RESIDENTIAL DISTRICT

§ 157.146 PERMITTED USES.

(D) Chickens/fowl compliant with the regulation under § 157.060

§ 157.147 SPECIAL USES.

(E) Chickens/fowl subject to the regulations under §§ 157.435 through 157.447, and § 157.440(G) requirements for particular special uses chicken and fowl;

SECTION 4 (R-2) MULTI-FAMILY RESIDENTIAL DISTRICT
--

§ 157.166 PERMITTED USES.

(C) Agriculture on a lot not less than ~~20~~ 10 acres;

(D) Chickens/fowl compliant with the regulation under § 157.060

SECTION 5 SPECIAL USES

§ 157.439 PARTICULAR SPECIAL USES.

(8) Chickens/fowl;

§ 157.440 REQUIREMENTS FOR PARTICULAR SPECIAL USES.

(H) Chickens/fowl. The inability to comply with the regulation of § 157.060 Chickens/fowl shall require special use for chickens/fowl in the R-1 Low Density Residential and R-2 Multi Family Residential District(s).

(1) ~~Chickens/fowl shall only be permitted on a lot with a single family residence which shall be inhabited on a full time basis. Chickens/fowl shall be prohibited at duplex and multi family buildings;~~

(2) ~~Roosters shall be prohibited;~~

(3) ~~The slaughtering of chickens/fowl shall not be allowed on site, except for humane reasons;~~

(4) ~~Chickens/fowl shall be kept for personal use only and shall be contained within a coop or enclosure/run at all times. No eggs or chickens/fowl shall be offered for sale on the premises;~~

(5) ~~The structure (coop) housing the chickens/fowl shall be located behind the rear plane of the existing dwelling (not in the front or side yard) and shall be~~

maintained in a clean and sanitary condition at all times. Said coop shall be covered and ventilated to protect chickens/fowl from inclement weather and predators and shall provide a minimum of four square feet per chicken to allow for free movement. Said coop shall be located 10 feet from the side and rear yard property lines and electric service to the coops shall not be provided by an extension cord;

- (6) ~~Chickens/fowl shall have access to a fenced enclosure/run providing a minimum of ten square feet per chicken to allow for outdoor time, said fenced enclosure or run shall be ten feet from any side or rear yard property lines. Chickens shall not be allowed to run freely on a lot. A 50-foot minimum lateral distance from the fenced enclosure to any well, in clay or loam soils, shall be maintained. For other soils the County Health Department may be called on for assistance in determining a proper distance;~~
- (7) ~~Coops and fenced enclosures/runs shall be a minimum of 30 feet away from any existing structure on any adjoining parcel, such as dwellings, patios, porches, gazebos, decks, or swimming pools, but not including storage structures such as unattached garages or sheds;~~
- (8) ~~Coops and fenced enclosures/runs shall be cleaned on a regular basis and remain free from undue accumulated waste, such as to cause odors reasonably detectable on adjacent properties;~~
- (9) ~~All feed, except when placed for consumption by chickens/fowl, shall be kept in containers with tightly fitted lids that are rodent proof; and~~
- (10) ~~The number of chicken/fowl shall be allowed on the following minimum lot sizes:~~

10,000 square feet to 2 acres = 6 chickens
2.01 acres to 5 acres = 8 chickens
5.01 acres to 9.99 acres = 10 chickens

WHEREAS, this amendatory ordinance shall take effect immediately upon passage as provided by law.

PASSED AND ADOPTED this 26th day of June, 2025.

Ayes 16 Nays 0 Absent 5


Chairman
Tazewell County Board

ATTEST:

County Clerk
Tazewell County, Illinois

COMMITTEE REPORT
LU-25-07
(ZBA Case No. 25-28-A)

Chairman and Members of the Tazewell County Board:

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

RE: Approval of Amendment No. 73 to Title XV, Chapter 157, Zoning Code

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance to Amend Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance to Amend, and

WHEREAS, a public hearing on said proposed Amendment was held before the Zoning Board of Appeals (ZBA) on June 3, 2025 in Case No. 25-28-A; and

WHEREAS, the ZBA deliberated its decision on June 3, 2025 and voted to recommend approval of the proposed Amendment with a finding of fact; and

WHEREAS, your Land Use Committee met on June 10, 2025 to consider: the Amendment, report of the ZBA, the recommendation of the Community Development Administrator; and


WHEREAS, your Land Use Committee voted to recommend approval of the proposed Amendment adopting the findings of fact of the ZBA; and

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

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the proposed Ordinance to Amend Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code.

BE IT FURTHER RESOLVED that the County Clerk notify American Legal Publishing Corporation and Jaclynn Workman, Community Development Administrator of this action;

ADOPTED this 26th day of June 2025.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV, CHAPTER 157
ZONING CODE OF TAZEWELL COUNTY**

Proposed Amendment No. 73
(Zoning Board Case No. 25-28-A)

WHEREAS, an Amendment to the Tazewell County Zoning Code hereinafter was previously referred by the TAZEWELL COUNTY LAND USE COMMITTEE to the Zoning Board of Appeals for hearing; and

WHEREAS, a public hearing on said Amendment was held June 3, 2025, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*
2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

which findings of fact are hereby accepted by this Board as the reason for approving the Amendment hereinafter authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

(Add new language as bolded and underlined.
Remove language as stricken. Re-letter or re-number accordingly.)

SECTION 1 RULES OF CONSTRUCTION AND GLOSSARY OF TERMS.

§ 157.005 DEFINITIONS.

PERSONAL STORAGE/RECREATIONAL BUILDING: A use or structure involving storage of personally- or family-owned items, vehicles, and/or recreational equipment, not in connection with a business or for-profit enterprise **as a principal use. The building must meet the principal building setbacks for the district in which it is permitted. The building may have a restroom, but sleeping rooms are prohibited.**

SECTION 2 (A-1) AGRICULTURAL PRESERVATION DISTRICT

§ 157.086 PERMITTED USES.

- (B) ~~Accessory structures on properties prior to the principal structure, not to exceed a total of 250 square feet, and shall be placed in the rear quarter of the property as approved by the Community Development Administrator and in accordance with accessory structure setback requirements;~~
- (O) Personal storage/recreational building, not to exceed 1200 square feet. **Structures larger than 1200 square shall require approval of a Special Use request.**

§ 157.087 SPECIAL USES.

- (A) ~~Accessory structures prior to the principal structure, not to exceed a total of 1,200 square feet. The accessory structure shall be used only for personal storage and for equipment necessary to maintain the property;~~
- (FF) Personal storage/recreational building, not to exceed 2500 square feet. **Structures larger than 2500 square shall also require approval of a Variance request.**

SECTION 3 (A-2) AGRICULTURAL DISTRICT

§ 157.106 PERMITTED USES.

- (B) ~~Accessory structures on properties prior to the principal structure, not to exceed a total of 250 square feet, and shall be placed in the rear quarter of the property as approved by the Community Development Administrator and in accordance with accessory structure setback requirements;~~
- (O) Personal storage/recreational building, not to exceed 1200 square feet. **Structures larger than 1200 square shall require approval of a Special Use request.**

§ 157.107 SPECIAL USES.

- (A) ~~Accessory structures prior to the principal structure, not to exceed a total of 1,200 square feet. The accessory structure shall be used only for personal storage and for equipment necessary to maintain the property;~~
- (NN) Personal storage/recreational building, not to exceed 2500 square feet. **Structures larger than 2500 square shall also require approval of a Variance request.**

SECTION 4 CONSERVATION DISTRICT

§ 157.266 PERMITTED USES.

- (A) ~~Accessory structures on properties prior to the principal structure, not to exceed a total of 250 square feet, and shall be placed in the rear quarter of the property as approved by the Community Development Administrator and in accordance with accessory structure setback requirements;~~

- (I) Personal storage/recreational building, not to exceed 1200 square feet. Structures larger than 1200 square shall require approval of a Special Use request.

§ 157.267 SPECIAL USES.

- (A) ~~Accessory structures prior to the principal structure, not to exceed a total of 1,200 square feet. The accessory structure shall be used only for personal storage and for equipment necessary to maintain the property;~~

- (O) Personal storage/recreational building, not to exceed 2500 square feet. Structures larger than 2500 square shall also require approval of a Variance request.

SECTION 5 SPECIFIC SPECIAL USES

§ 157.440 REQUIREMENTS FOR PARTICULAR SPECIAL USES

- (U) *Personal Storage/Recreational Buildings.* Specific regulations for personal recreational buildings as a principal structures in the RR, A-1, A-2, and Conservation Zoning Districts

WHEREAS, this amendatory ordinance shall take effect immediately upon passage as provided by law.

PASSED AND ADOPTED this 26th day of June, 2020.

Ayes 16 Nays 0 Absent 5

DA

Chairman
Tazewell County Board

ATTEST:

[Signature]
County Clerk
Tazewell County, Illinois

COMMITTEE REPORT

F-25-16

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, Emergency Management Agency received \$600 as a memorial donation; and

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the recognition of an increase of available expenditure funds and revenues within the EMA's fiscal year 2025 General Fund budget as follows:

Revenues:

100-220-4711 - Donations: \$600

Expenditures:

100-220-5135 – Technical Supplies: \$600; and

WHEREAS, this action does not represent an additional appropriation of funds by the County Board, it solely represents recognizing the increase of available expenditure funds within EMA's budget as a result of the awarded grants, as well as a corresponding increase in the revenue budget.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the E.M.A. Director, Treasurer's Office, Finance Office, and the Auditor of this action.

PASSED THIS 25TH DAY OF JUNE, 2025.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

F-25-17

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, in FY25, Tazewell County received \$41,475 of grant funds from the Illinois Court Technology Modernization Grant Program offered by the AOIC (Administrative Office of the Illinois Courts); and

WHEREAS, funds are being used by the Sheriff's Office (\$23,975) and the Courts (\$17,500) for a video arraignment system for the jail arraignment room and camera and sound system upgrades to courtrooms 104 and 302, respectively; and

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the recognition of an increase of available expenditure funds and revenues within the Sheriff's and Court's fiscal year 2025 General Fund budget as follows:

Revenues:

100- 200- 4110-6000, State Grant – Court Technology Modernization, \$23,975, and

100-130-4110-6000, State Grant – Court Technology Modernization, \$17,500

Expenditures:

100-200-5554-6000, Law Enforcement Technology - Court Technology Modernization, \$23,975, and

100-130-5557-6000, Miscellaneous Equipment - Court Technology Modernization, \$17,500

WHEREAS, this budget transfer will result in a net \$0 increase in the overall FY25 budget; and

WHEREAS, this action does not represent an additional appropriation of funds by the County Board, it solely represents recognizing the increase of available expenditure funds as a result of the awarded grants, as well as a corresponding increase in the revenue budget.

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

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

PASSED THIS 25TH DAY OF JUNE, 2025.

ATTEST:



Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve the purchase of case management software for the Circuit Clerk's Office; and

WHEREAS, the Circuit Clerk's Office is requesting this purchase be excluded from the formal bid process under provisions in the Purchasing policy which allow for "transactions which by their nature are not suitable to competitive bids" to be excluded from competitive bidding. The purchase is deemed not suitable for competitive bidding due to:

- The Circuit Clerk's Office transitioning back to Goodin, the previously used case management software. The Goodin case management software is the only software option without compatibility issues for the County. The Circuit Clerk's Office is already familiar with the Goodin software and currently pays annual licensing fees for the ongoing use of the older version of the Goodin software.
- The transition back to Goodin will be more cost efficient than either implementing an entirely new case management system or remaining with the Tyler system. The annual licensing fee for the Goodin system will be approximately \$240,000 less than the cost of the current Tyler system in FY26. The savings will be in the Circuit Clerk's fee funds. There will not be a need to replace equipment or other systems when transitioning back to Goodin which would be a required cost with other software options.
- Goodin case management software is the predominant system used in county court systems in the State of Illinois. It is currently being used by more than eighty counties in the state; and

WHEREAS, the Circuit Clerk's Office has received a Courts Technology Modernization Grant from the AOIC of \$142,910 to cover a portion of the cost to transition back to Goodin from the Tyler case management system.

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

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

PASSED THIS 25th DAY OF JUNE 2025

ATTEST:



County Clerk



County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to authorize the acquisition of 306 Court Street, Pekin, Illinois; and

WHEREAS, the purchase of this property would be advantageous for the New Justice Center Annex project; and

WHEREAS, the funding will come from the General Fund Contingency Account with a transfer for the purchase price from County Administration – Contingency (100-610-5999) to Building Administration – Buildings (100-630-5520).

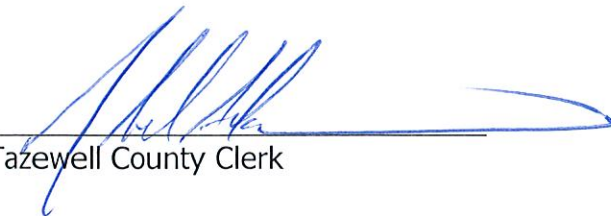
THEREFORE BE IT RESOLVED that the County Board approve this purchase and authorize the Board Chairman to execute any real estate documents necessary to complete the transaction.

BE IT FURTHER RESOLVED that the County Board approves the transfers of funds.

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

PASSED THIS 25th DAY OF JUNE, 2025.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMERCIAL REAL ESTATE SALES CONTRACT

THIS COMMERCIAL REAL ESTATE SALES CONTRACT is made by and between **THE COUNTY OF TAZEVELL, STATE OF ILLINOIS**, an Illinois public body, exercising its governmental authority under and pursuant to the 1970 Constitution of the State of Illinois, and the Illinois County Code (55 ILCS 5/1 et. seq) ("Buyer"), and **RANDALL P. PRICE** and **JULIE C. PRICE**, of Pekin, Tazewell County, Illinois ("Sellers").

WITNESSETH:

WHEREAS, on or about June 1, 2022, Sellers entered into an Installment Agreement to Purchase (the "Installment Agreement") with Rickey J. Woith, trustee of the Woith Land Trust No. One ("Contract Seller"), which Installment Agreement provides, among other things, for the purchase and sale of the real estate and all improvements thereon commonly known as 300, 302, 304 and 314 Court Street, Pekin, Illinois and more particularly described in Exhibit "A" attached hereto and by reference expressly made a part hereof (the "Property"); and

WHEREAS, that the Sellers hereunder are the purchasers under the Installment Agreement; and

WHEREAS, Paragraph 12 of the Installment Agreement provides, among other things, that the Sellers hereunder may not sell the Property without the express written consent of Contract Seller; and

WHEREAS, the parties hereto have been informed and believe that Contract Seller will consent to the sale on or before the closing; and

WHEREAS, Sellers agree to sell, and Buyer agrees to purchase the Property, including Seller's rights, title and interest in and to adjacent streets and rights-of-way, upon the terms and conditions herein.

1. Purchase Price. Buyer agrees to pay Seller the total sum of \$285,000.00. Buyer has paid \$0.00 as earnest money. The balance of the purchase price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Seller when closed, in cash, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to Sellers. Any funds tendered at closing in the amount of \$50,000 or greater shall be in the form of "good funds" defined to be either wired funds, government checks, or title company escrow checks that are acceptable to the closing agent. Any other source of funds shall be provided to and deposited by the closing agent in advance of the closing in accordance with the closing agent's "good funds" policy.

2. **Financing.** This Contract is not subject to any conditions or arrangements relating to the financing of Buyer's purchase.

3. **Closing.** The closing shall be held on or before 5:00 P.M. on July 15, 2025, but not later than thirty (30) days after final approval of the Tazewell County Board, or such other time as may be mutually agreed in writing. The closing shall be held at the office of Title Company, or such other place as the parties may agree.

4. **Possession.** Possession is delivered when Sellers have vacated and delivered the keys to the Property to Buyer. If Sellers do not give possession on the date provided for in this Contract, Buyer may seek possession by any means available in law or equity. Prior to possession, Sellers shall remove all debris and personal property not sold to Buyer. The notice and cure provisions at paragraph 16 of this Contract are not applicable to this paragraph.

(a) **Post-Closing Possession.** Unless otherwise agreed in writing, possession shall be delivered by 12:00 Noon on July 31, 2025; provided that if closing is delayed past the scheduled date, possession will not be delivered prior to closing. Any and all personal property remaining on the Property on August 1, 2025 will be conclusively deemed to have been abandoned by Sellers, and Buyer may dispose of same in such manner as Buyer shall determine it Buyer's sole and exclusive discretion.

5. **Conveyance.** Sellers' conveyance shall be by a recordable Warranty Deed, subject only to exceptions herein, at the closing of this transaction upon Buyer's compliance with the terms of this Contract. Sellers shall also provide the state and county transfer tax declarations and any other transfer tax declaration, or zoning exemption certificate. Contract Seller's conveyance shall be by a recordable Trustees' Deed to Sellers, subject only to exceptions herein, at the closing of this transaction upon Buyer's compliance with the terms of this Contract.

6. **Seller's Representations.** Sellers hereby represent and warrant to Buyer that:

(a) **Authorization.** Sellers have all requisite power, authority, and capacity to execute, deliver and perform under this Contract and the other agreements, certificates, and instruments to be executed by Sellers in connection with or pursuant to this Contract (collectively, the "Seller Documents"). The execution, delivery and performance by Sellers of each Seller Document has been duly authorized by all necessary action on the part of Sellers. This Contract has been, and at the Closing, the other Seller Documents will be, duly executed and delivered by Sellers. This Contract is, and, upon execution and delivery at the Closing, each of the other Seller Documents will be a legal, valid and binding agreement of Sellers, enforceable against Sellers in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights

generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding of law or in equity).

(b) **Non-Conflict or Breach.** Neither the execution or delivery of this Contract, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Contract, conflict with or result in a breach of any of the terms, conditions or provisions of the any restriction, agreement, or instrument to which the Sellers are now a party or by which the Sellers are bound.

(c) **Pending Lawsuits.** There are no lawsuits either pending or, to the best of Sellers' knowledge, threatened that would affect the ability of the Sellers to proceed with the sale of the Property as of the Closing Date.

(d) **Fee Simple Owner.** Sellers are, or at the closing of this transaction will be, the fee simple owners of the Property, Sellers have the full right and authority to enter into this Contract and to sell the Property to Buyer in accordance with the terms and conditions of this Contract, and Sellers have, or at the closing of this transaction will have, good and marketable title to the Property and all personal property included with the sale thereof, free and clear of any liens. The execution and delivery of the Seller Documents by Sellers will convey to and vest in Buyer good and marketable title to the Property and all personal property included with the sale thereof, free and clear of any liens. The Property, including the personal property included in the sale thereof is subject to an enforcement action by the City of Pekin, and Buyer is fully aware of that action and the "As IS" condition of the property at this time.

(e) **Zoning and Use.** To the knowledge of Sellers, the Property is zoned for a classification that permits the continued use of the Property in the manner currently used by Sellers. The Property, including the personal property included in the sale thereof is subject to an enforcement action by the City of Pekin, and Buyer is fully aware of that action and the "As IS" condition of the property at this time.

(f) **Environmental Matters.** To the best of Sellers' knowledge and belief, (1) the Property has never been used for chemical manufacturing, printing, waste disposal, storage or dispensing of chemicals, or hazardous substances, or as a landfill or dump; (2) the Property contains no underground tanks or pipes of any kind; and (3) the Property contains no hazardous wastes or chemicals. To Sellers' knowledge, Sellers have operated and managed the Property in compliance with all applicable environmental laws, including without limitation, having all permits required under any environmental law in connection with any aspect of the operation or management of the Property. Sellers have not received any written notices, demand letters or requests for information from any governmental body or other person or entity indicating that Sellers may be in violation of, or liable under, any environmental law in connection with the Property or relating to the Property. To Sellers' knowledge, no person or property has been exposed to a hazardous substance in connection with the operation and management of the Property, and no hazardous substance has been disposed of, released, or transported in violation of any applicable

environmental law on, to or from the Property or as a result of any activity of Sellers in the operation and management of the Property.

(g) **Special Assessments.** The Property is not subject to any special assessments and there have been no public improvements made which can result in any special assessments against the Property.

(h) **Use of Property.** The Property is used as a storage building.

(i) **No Misrepresentations.** The representations, warranties, and statements made by Sellers in or pursuant to this Contract are true, complete, and correct in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such representation, warranty, or statement, under the circumstances in which it is made, not misleading. Sellers have disclosed to Buyer all facts and information material to the proposed purchase of the Property hereunder that is known to Sellers.

Sellers and Buyer agree that this Paragraph 6 shall survive the closing of the sale under this Contract.

7. Conditions Precedent.

(a) Buyer's obligations under this Contract are subject to the following conditions and contingencies which must be satisfied at or before the Closing:

(1) **Consent of Ricky J. Woith as Trustee.** Buyer obtaining from Ricky J. Woith, not personally or individually but solely as trust under trust agreement dated June 29, 2000, consent to the sale of the Property under and pursuant to the terms of the Installment Agreement.

(2) **Commitment for Title Insurance.** Buyer obtaining a title commitment from the Title Company showing that the state of title to the Property is satisfactory to Buyer and that the Property is subject to no liens, encumbrances, defects, restrictions, conditions, easements or other agreements, (other than deeds of trust, the Installment Agreement balance, or mortgages which will be paid at the closing by Sellers), which would render the Property unmarketable or which would hinder, prevent or make more expensive Buyer's proposed development of the Property. Promptly after receipt of the commitment, Buyer shall notify Sellers in writing of any objections thereto. Should Buyer fail to notify Sellers of any objections within ten (10) days of Buyer's receipt of the commitment, Buyer shall be conclusively deemed to accept the condition of title as reflected in the commitment. Sellers shall have thirty (30) days from the date of Buyer's notice of such defects, but not later than the Closing, to make a good-faith effort to cure such defects and to deliver to Buyer a revised Title Commitment showing the defects identified by Seller have been cured or removed. If such defects are not cured by Sellers within said 30-day period, but not later than the Closing, Buyer may terminate this Contract by

written notice to Sellers within five (5) days after the expiration of the period within which to cure the defects.

(3) **Environmental Condition.** This Contract is subject to the Buyer obtaining within thirty (30) days of the date of this Contract, at Buyer's expense, an environmental inspection and/or audit report acceptable to Buyer that no prior or present use of or activity on the Property has resulted in the disposal or placement of hazardous substances, pollutants, asbestos or contaminants on, in or at the Property, and that the Property is free of all hazardous or toxic wastes, pollutants, contaminants, substances or materials and that the Property is in compliance with all applicable environmental rules and regulations. If said inspection and audit report are unacceptable to Buyer, Buyer at Buyer's option may serve written notice within said thirty (30) days in the manner provided in the Contract for giving of notices, whereupon this Contract shall become null and void. If Buyer has not obtained an inspection or if Buyer has obtained an inspection but has not notified Sellers in the manner provided in this Contract for giving of notices of an environmental condition objectionable to Buyer within said thirty (30)-day period, then this condition is waived.

(4) **County Approvals.** This Contract is subject to final approval of the Contract and the transactions required by this Contract by the Tazewell County Board, as well as all prior approvals of any and all Committees of the Tazewell County Board having jurisdiction over the subject matter of this Contract and the transactions contemplated herein.

(5) The County is aware of a pending enforcement action by the City of Pekin, and accepts and assumes the defense and resolution of that proceeding.

(6) That there are no pending or threatened condemnation or similar proceedings affecting the Property or any part thereof and there are no special assessments or any impact fees affecting the Property or any part thereof.

(7) That there are no unpaid charges, costs, or expenses for work in, on, or upon the Property which might form the basis for a claim or affixation of any type of mechanic's, materialman's, laborer's, artisan's, or statutory lien.

(8) That the only parties in possession of any portion of the Property are the Sellers.

(9) That the Property has full and free access to and from public highways, streets, or roads, and that there is no pending or threatened governmental proceeding which would impair or limit such access.

(10) That there are water, sewer, gas, telephone, and electricity lines to the Property which are sufficient to service Buyer's use of the Property as a commercial building at normal costs and rates.

(11) That no condition, easement, or restriction affecting the Property, in Buyer's sole judgment, would hinder, prevent or make more expensive Buyer's use of the Property as a commercial office building.

(12) That Sellers' representations and warranties are true and correct to the best of Sellers' knowledge and belief as of the date of this Contract (as defined below) and as of the date of the closing.

(b) If the conditions set forth above are not met at or before the time of the Closing, Buyer shall have the right to provide notice to Sellers of such failure, and demand that the terms or conditions be satisfied. If Sellers fail or refuse to satisfy the terms and conditions set forth above, Buyer shall have the right to terminate this Contract, whereupon both Sellers and Buyer shall be released from all liabilities and obligations under this Contract.

(c) While this Contract is in effect, Sellers shall (1) not enter into or amend any agreements affecting the Property; and (2) not engage in any action which would adversely affect the ownership or condition of the Property, including but not limited to the contracting for services or materials for the Property which are not paid for in full prior to the Closing.

Sellers shall fully cooperate with Buyer in Buyer's attempt to satisfy the conditions and contingencies in this Paragraph (7); provided, however, Sellers shall not be obligated in any way to pay or incur any expense under this Paragraph (7).

8. Title Commitment. Sellers shall, at Sellers' sole cost and expense, order within ten (10) days from the date of this Contract, and Sellers shall deliver, not less than twenty-five (25) days prior to the Closing, to Buyer showing Sellers' merchantable title in the Property a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the Property is located, committing the company to issue an ALTA policy insuring title to the Property in Buyer for the amount of the purchase price. With such Title Commitment, Sellers shall also furnish Buyer with one (1) copy of all documents affecting the Property. Sellers shall pay all title examination, abstracting fees, or other expenses charged by the Title Company for the purpose of issuing the Title Commitment.

(a) Permissible exceptions to title shall include only: (a) the lien of general taxes not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; (e) items assumed by Buyer hereunder; (f) any lien which may be removed by the payment of money from the purchase price at closing; (g) covenants and restrictions of record; and (h) reservation of mineral title; provided, none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the Property or if they materially restrict the reasonable use of the Property as and for a commercial office building; and (i) notwithstanding the above, the Buyer acknowledges the current enforcement action

and the specifics thereof by the City of Pekin, and accepts the Property subject to that enforcement action.

(b) If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of the exceptions to Sellers within a reasonable time, but not later than five (5) days before the closing date. Sellers shall have a reasonable time (but not later than the closing date) to have the title exceptions removed. If Sellers are unable to cure the exceptions, then Buyer shall have the option to terminate this Contract.

9. Owner's Title Policy. Sellers shall, at Sellers' sole cost and expense, deliver to Buyer at closing or as soon thereafter as possible, an Owner's Policy of title insurance for the full amount of the purchase price issued in accordance with the form of Commitment so approved by Buyer without any intervening liens, encumbrances, or exceptions.

10. Sellers' Closing Obligations.

(a) **Deed.** At the closing, Sellers shall deliver to Buyer a fully executed Warranty Deed, conveying the Property in fee simple, free and clear of all encumbrances, defects, restrictions, conditions, easements or other agreements not approved by Buyer.

(b) **Trustee's Deed.** At the closing, Sellers shall cause to be delivered to Buyer a fully executed Trustee's Deed in full satisfaction of the Installment Agreement, executed by the Contract Seller.

(c) **Consent of Contract Seller.** Sellers shall deliver to Buyer a fully executed consent of the Contract Seller to the sale of the Property to Buyer.

(d) **Title Company Documents.** At the closing, Sellers shall execute, acknowledge and deliver such affidavits, resolutions, and other documents which the Title Company shall reasonably require in order to issue the title policy described in Paragraph 8 above and to omit from the title policy all exceptions for judgments, bankruptcy, mechanic's liens, and encumbrances.

(e) **Owner's Title Policy.** At the Closing, or as soon thereafter as possible, Sellers shall deliver to Buyer the Owner's Title Policy described in Paragraph 9 above.

(f) **Other Documents.** All other previously undelivered documents required to be delivered by Sellers to Buyer at or prior to the Closing pursuant to this Contract.

11. Fixtures and Personal Property. Sellers shall convey all existing improvements and fixtures (unless leased), including but not limited to all attached carpeting and other attached floor coverings, all attached cooling, heating, plumbing and electrical systems and all available screens, storm sashes and combination doors, window shades and blinds, curtain rods, awnings, sump pump, ceiling fans, water softener, built-in appliances and cabinets, planted vegetation, radiator covers, and security system. All included items shall be left on the Property at closing and are included in the sale price.

(a) The following additional items are included in the sale and title shall pass at closing: NONE.

(b) The following items are retained by Sellers and are excluded from this Contract: NONE.

12. Condition of Premises. Buyer acknowledges inspection of the Premises and accepts same in condition indicated below.

(a) **As-Is Condition with Limited Warranties.** Property will be accepted in as-is condition as of the date of the Buyer's final inspection prior to the date of this Contract with the exception of paragraph 13, except: NONE.

(b) Buyer must give written notice to Sellers no later than fourteen (14) days after possession of a breach of subparagraph (a). Failure to give written notice within the fourteen-day period shall constitute a waiver of the right to recover for damages pursuant to this paragraph.

13. Wood-Infestation Report. At least five (5) but no more than thirty (30) calendar days prior to closing, Buyer shall, at Buyer's expense, obtain a written report from a pest control firm certifying to Buyer (with a copy provided to Sellers prior to closing) that the Property have been inspected within such period for termite and other wood-destroying insect infestation. For purposes hereof, the Property shall include the commercial building and any attached improvements to the commercial building. If active infestation is found, the Property shall be treated by a reputable company of Sellers' choice at Sellers' expense. Any other or further treatment, except as set forth by the foregoing, shall be at the expense of Buyer. If structural damage due to prior or existing infestation is found, Sellers shall have the option of correcting the structural damage terminating the Contract unless Buyer chooses to waive such repairs and accept the Property in its existing condition. If the estimated amount of such repairs exceeds \$2,500.00, Buyer shall have the option of terminating this Contract and the earnest money shall be returned to Buyer. Sellers shall not be responsible for termite or other wood boring insect infestation or damage beyond closing. Buyer must give written notice to Sellers of infestation and damage no later than closing. Failure to give written notice no later than the closing date shall constitute a waiver of any claim against Sellers under this paragraph.

14. Taxes. Real estate taxes and any special service district taxes shall be prorated through (and including) the date of possession and a credit for same allowed Buyer. If the amount of the taxes is not then ascertainable, prorating shall be on the basis of the most current net taxable value of the property (current equalized assessed value, less all exemptions) times the most current tax rate. All exemptions shall extend to the benefit of Buyer. Special assessments which are a lien upon the real estate as of the date of closing shall be Sellers' expense and paid in full at closing or a credit for same allowed Buyer. Transfer taxes shall be paid by Sellers. All prorations at closing shall be final.

15. Condemnation. If any of the Property is taken by Eminent Domain proceedings prior to the date of closing or if any condemnation proceedings against the Property, or any part thereof, are pending on the date of closing, then Buyer may terminate this Contract by written notice to Sellers, the earnest money shall be returned to Buyer, and Sellers and Buyer shall be released from all liabilities and obligations under this Contract.

16. Default. If either party does not perform any obligation under this Contract (a "default"), the non-defaulting party shall give written notice of the default to the defaulting party. Notice must be given no later than seven (7) days after the scheduled closing date (or any written extension thereof) or possession. Failure to provide the notice shall limit available remedies of the non-defaulting party to recovery of the earnest money deposit. If notice is properly given, and the defaulting party does not cure the default within ten (10) days of the notice, the non-defaulting party may pursue any remedy available in law or equity, including specific performance. Except as otherwise provided, amounts recoverable for damages are not limited to the amount of the earnest money deposit. In the event of litigation, the defaulting or losing party shall pay upon demand the reasonable attorney's fees and court costs (if any) incurred by the prevailing party. For purposes of this paragraph, the term "attorney's fees" shall mean and include the fees of attorneys and paralegals whether incurred for the purpose of preparation, research, negotiation, trial, appellate, collection or otherwise.

17. Assignment. This Contract may not be assigned by Buyer without the prior written consent of Sellers.

18. Right to Enter Property. Buyer, its employees and/or agents shall have the right and permission from the date hereof to enter upon the Property, or any part thereof, at all reasonable times and from time to time upon the giving of no less than 48 hours' advance notice, for the purpose, at Buyer's cost and expense, of making all tests provided for hereunder. Buyer shall indemnify and hold harmless Sellers from and against any mechanic's, materialman's, laborer's, or artisan's liens or other statutory liens or claims that may be filed or asserted against the Property or Sellers by the contractors, subcontractors, or materialmen performing such work for Buyer. If Buyer terminates this Contract under the terms hereof, then Buyer shall, upon Sellers' request, furnish Sellers a copy of such tests or inspection reports prepared for Buyer.

19. Force Majeure. If Sellers or Buyer are delayed or hindered in or prevented from the performance of any act required hereunder by reason of a natural disaster, strikes, lockouts, labor trouble, governmental authority, riots, insurrections, war or other causes which are not in the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give written notice to the other party, specifying the cause for the delay, and thereupon performance of such act shall be excused for such period of delay.

20. Confidentiality Obligation; Work Product.

(a) **Confidentiality.** No information or contents of any environmental reports, nor the results of any investigation or inspection of the Property conducted pursuant to Paragraph (7) above, including, but not limited to, the contents of the report issued in connection therewith, shall be disclosed by Buyer or its agents, consultants or employees to any third party without Sellers' prior written approval, unless and until Buyer is legally compelled to make such disclosure under applicable laws or until Buyer completes its purchase of the Property pursuant to this Contract. Notwithstanding the foregoing, Buyer may disclose such matters to Buyer's consultant and Buyer's legal counsel and lenders or prospective lenders ("Related Parties", the specific identities of which shall be supplied to Seller prior to any permitted disclosure to such party by Buyer) who, in Buyer's reasonable opinion, must know such information for the purpose of evaluating the same for Buyer as a potential purchaser of the Property. Buyer shall take all necessary actions to ensure that any Related Parties to whom such documents, items or information are furnished do not make the same available or disclose the contents thereof to any person. If this Contract is terminated for any reason, Buyer shall immediately return to Sellers any and all documents, plans and other items furnished to Buyer or any Related Parties without retaining copies thereof. The provisions of this Paragraph shall survive the closing hereunder or any termination or cancellation of this Contract.

(b) **Work Product.** All studies, data, reports, analyses, writings and communications, including, without limitation, any Environmental Reports, which shall be generated by any consultant for the use of Buyer's and Sellers' attorneys and, to the fullest extent permitted by law, shall be the work product of both Buyer's and Sellers' respective attorneys and shall constitute confidential attorney/client communications, and each party shall use its best efforts to ensure that such confidence and privilege is maintained.

21. Conduct of Business. Sellers agree that from and after the date of this Contract and through the Closing, except as permitted by this Contract or otherwise consented to in writing by Buyer, Sellers' commercial office building will be operated and maintained only in the ordinary course and consistent with past practices except that Sellers shall take such action as may be necessary to comply with all applicable laws, ordinances, regulations and orders of all governmental agencies and regulatory authorities.

22. Prorations. Premiums on any insurance policies assigned to Buyer, rents, and private service contracts, if any, shall be prorated as of the closing date. Buyer shall be given a credit for any security deposits held by Sellers.

23. Broker's Commission. Buyer has not, and Sellers represent to Buyer that they have not, dealt with any broker, agent, or finder in connection with the transaction; no commissions, finder's fees or broker's fees have been incurred; and Sellers and Buyer shall not be responsible for any such commissions or fees incurred by the other party or by any affiliate thereof.

24. Miscellaneous.

(a) Time is of the essence in this Contract.

(b) All notices and other communications under this Contract must be in writing and will be deemed given (a) when delivered personally, (b) on the fifth business day after being mailed by certified mail, return receipt requested, (c) the next business day after delivery to a recognized overnight courier, or (d) upon transmission and confirmation of receipt by a facsimile operator if sent by facsimile, to the parties at the following addresses or facsimile numbers (or to such other address or facsimile number as such Party may have specified by notice given to the other Party pursuant to this provision), with a copy of such transmission mailed by first class mail sent the same day to Buyer, Sellers and their Attorneys at the addresses set forth below:

To Sellers:

Julie C. Price
2005 El Camino Drive
Pekin, Illinois 61554

To Buyer:

Tazewell County
Attn: Michael Deluhery
11 S. 4th Street, Suite 432
Pekin, Illinois 61554

With a copy to:

Bulter, Giraudo & Meister, P.C.
Attn: Tamara A. Meister
100 S. Main Street
Morton, Illinois 61550

With a copy to:

Black, Black & Brown
Attn: Robert W. Brown, Jr.
115 Washington Square
Washington, Illinois 61571

To Seller:

Randall P. Price
109 S. 4th Street
Pekin, Illinois 61554

With a copy to:

Elliff, Dancy & Bosich, P.C.
Burt L. Dancy
109 S. 4th Street
Pekin, Illinois 61554

(c) This Contract and the related documents included as annexes, exhibits and schedules (as the same may be supplemented as provided herein) hereto or expressly contemplated hereby contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral

agreements and understandings relating to the subject matter hereof. All statements of Sellers contained in any schedule (as the same may be supplemented as provided herein), certificate or other writing required under this Agreement to be delivered in connection with the transactions contemplated hereby will constitute representations and warranties of Sellers under this Agreement. The annexes, exhibits, schedules (as the same may be supplemented as provided herein) and recitals to this Contract are hereby incorporated by reference into and made a part of this Contract for all purposes. This Contract may be amended, supplemented, or modified, and any provision hereof may be waived, only by written instrument making specific reference to this Contract signed by the party against whom enforcement is sought.

(d) The headings, captions, number systems, etc., are inserted only as a matter of convenience and may, under no circumstances, be considered in interpreting the provisions of this Contract.

(e) Should any of the dates herein provided, or should the last day for the performance of any act or for the giving of any notice fall on a Saturday, a Sunday, or a generally recognized United States banking holiday, then the time for performance or the giving of notice shall be extended to the next following business day that shall not be a Saturday, a Sunday, or a generally recognized United States banking holiday.

(f) This Contract will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(g) The individuals signing this Contract are doing so as the actual and apparent duly authorized agents of the entities for which they are acting. The undersigned, on behalf of Buyer, certifies Buyer is an Illinois municipal corporation, having its principal place of business in the State of Illinois, is in good standing in the State of Illinois, and has full authority to purchase the above-described Property. The undersigned, on behalf of Buyer, further certifies that the undersigned has the authority, both actual and apparent, to enter into and execute this Contract.

(h) This Contract may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Contract evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering Party has received signature pages from all parties signatory to this Contract.

(i) This Contract will be governed by and construed and interpreted in accordance with the substantive laws of the State of Illinois, without giving effect to any conflicts of law rule or principal that might result in the application of the laws of another jurisdiction.

(j) If applicable, Seller and Buyer agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, and (if Seller is not a citizen of the United

States) furnish such action and documents as are necessary to comply with the Foreign Investment in Real Property Tax Act. The parties further agree to execute and deliver any other documents reasonably necessary to effectuate compliance with any other provisions of law required in connection with this transaction.

(k) From time to time prior to, at, and after the Closing, each party shall execute and deliver all such documents and instruments and take all such actions as the other party, being advised by counsel, shall reasonably request for the purpose of carrying out and effectuating the intent and purpose of this Contract and the transaction contemplated hereby, including, without limitation, the execution and delivery of any and all confirmatory and other instruments, in addition to those to be delivered at the Closing, and any and all actions which may reasonably be necessary to effect the transaction contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 25th day of June 2025.

TAZEWELL COUNTY
an Illinois public body


Randall P. Price

By 
County Board Chairman

Julie C. Price

BUYER

SELLER

States) furnish such action and documents as are necessary to comply with the Foreign Investment in Real Property Tax Act. The parties further agree to execute and deliver any other documents reasonably necessary to effectuate compliance with any other provisions of law required in connection with this transaction.

(k) From time to time prior to, at, and after the Closing, each party shall execute and deliver all such documents and instruments and take all such actions as the other party, being advised by counsel, shall reasonably request for the purpose of carrying out and effectuating the intent and purpose of this Contract and the transaction contemplated hereby, including, without limitation, the execution and delivery of any and all confirmatory and other instruments, in addition to those to be delivered at the Closing, and any and all actions which may reasonably be necessary to effect the transaction contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____ 2025.

TAZEWELL COUNTY
an Illinois public body

Randall P. Price

By _____
County Board Chairman

BUYER

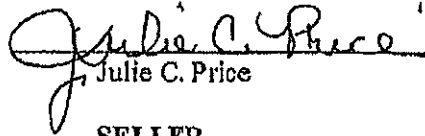

Julie C. Price
SELLER

EXHIBIT "A"
Legal Description

Tract 1

Lots 1, 2, 3 and 4, EXCEPT the Easterly 14 inches thereof, all situated in Block 46 in the Original Town, now City of Pekin

(this legal description can be supplemented at a later date to provide a more accurate description)

PIN: 04-04-34-438-001
04-04-34-438-002
04-04-34-438-003
04-04-34-438-004
04-04-34-438-007
04-04-34-438-008
04-04-34-438-009

Commonly known as: 300, 302, 304 and 314 Court Street, Pekin, Illinois 61554

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to authorize the Emergency Management Agency (EMA) to sell an outdated drone; and

WHEREAS, the proceeds from the sale will be used to purchase a new drone for EMA; and

WHEREAS, this action is in accordance with Title 5, Chapter 4 of Tazewell County Code, Sale of Property, which requires the Board to authorize the sale of County property and that the property must be advertised for sale on the County website; and

WHEREAS, the Property Committee has determined that the drone has no historical value.

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, EMA, and the Auditor of this action.

PASSED THIS 25th DAY OF JUNE, 2025.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, representatives of Tazewell County and Teamsters Local 627 have reached a tentative three-year agreement on behalf of the Administrative and Support Staff Employment Unit covering December 1, 2024 through November 30, 2027; and

WHEREAS, the agreement includes the following wage increases:

- December 1, 2024: 3% general increase and an additional 2% satisfactory employee wage increase
- December 1, 2025: 2% general increase and an additional 1.5% satisfactory employee wage increase
- December 1, 2026: 2% general increase and an additional 1.5% satisfactory employee wage increase; and

WHEREAS, the tentative the attached tentative agreement makes additional changes to personal leave, standby pay, shift differential pay, pay scales, vacation leave, uniform allowance amounts, and use of County Board allocated funds.

THEREFORE BE IT RESOLVED, by the County Board that the attached collective bargaining agreement be approved.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Auditor, Coroner, County Clerk/Recorder, Public Defender, Sheriff, and Treasurer of this action.

PASSED THIS 25th DAY OF JUNE 2025

ATTEST:


County Clerk


County Board Chairman

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COUNTY OF TAZEVELL COUNTY
A BODY POLITIC, AND THE
TAZEVELL COUNTY AUDITOR, CORONER,
COUNTY CLERK, RECORDER, SHERIFF
AND TREASURER, ELECTED OFFICIALS
CO-EMPLOYER
AND
TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627

ON BEHALF OF THE
ADMINISTRATIVE AND SUPPORT STAFF EMPLOYEES UNIT

DECEMBER 1, 2024 – NOVEMBER 30, 2027

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PREAMBLE

This Agreement entered into by the County of Tazewell, a body politic, Auditor of Tazewell County, Coroner of Tazewell County, County Clerk of Tazewell County, Recorder of Tazewell County, Sheriff of Tazewell County and Treasurer of Tazewell County as joint public employers within the meaning of Sections 3(n) and 20(b) of the Illinois Public Labor Relations Act, hereinafter referred to as the Employer, and Teamsters, Chauffeurs and Helpers Local Union No. 627, referred to as the Union, after collective bargaining as required by Public Act 83-1012 (Illinois Public Labor Relations Act) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I **RECOGNITION**

Section 1 – Unit Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, working conditions and other conditions of employment for all full-time and part-time employees in the job classifications found within the Illinois State Labor Relations Board Certification seen below for Administrative & Support Staff Unit. Such recognition is pursuant to certification by the State Labor Relations Board, and shall include those employees, except those excluded pursuant to P.A. 83-1012 and such certification. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarification.

Where other employees were historically excluded but are eligible under the statute and may only appropriately be represented in the unit or where a new classification is instituted, the work of which falls within the scope of the unit, the Employee agrees to jointly petition the Illinois State Labor Board to seek the necessary unit classification.

The State Labor Relations Board has certified the bargaining unit for Unit B as follows:

Included: All employees in the following departments of Tazewell County: **ANIMAL CONTROL:** Animal Control Officer, Administrative Assistant, Administrative Specialist, Kennel Services Coordinator, Kennel Services Technician, Weekend & Holiday Services Technician, Animal Control Specialist, Lead Animal Control Officer, Kennel Services Lead; **FINANCE:** Accounting Manager; **BUILDING AND GROUNDS:** Maintenance Coordinator, Maintenance Lead Assistant, Maintenance Lead Technician, Part-time Maintenance Technician; **COMMUNITY DEVELOPMENT:** Permit Technician; **CORONER:** Administrative Assistant; **COUNTY CLERK/RECORDER:** Deputy Recorder/Payroll Assistant, Deputy Recording Clerk, Part-time Deputy Recording Clerk, Deputy County Clerk/Tax Extension Clerk, Deputy County Clerk/Bookkeeper, Deputy County Clerk Floater, Deputy Elections Clerk, Deputy Elections Clerk/Judge Coordinator, Printer Specialist, Deputy Clerk/Floater/Elections, Deputy Recorder/Elections Floater; **SHERIFF:** Detective Secretary, Lead Records/Civil Process Clerk, Records/Civil Process Clerk, Part-time Civil Process Clerk, Jail Clerk, Part-time Jail Clerk, Civil Process Clerk; **SUPERVISOR OF ASSESSMENTS:** BOR Deputy Administrative Clerk, GIS/Mapping Technician, GIS Tech/Legal Description Clerk, Office Manager/Sales Analyst, Part-time Transaction Clerk, Senior Transaction Clerk; **TREASURER:** Accounting Technician I, Accounting Technician/Courier II; Accounting Officer; **PUBLIC DEFENDER:** Administrative Assistant, Part-Time Public Defender Clerk.

Excluded: All employees in the Health Department, all security employees, Secretary for the Veterans Assistance Commission and Chief Deputy Assessor, all supervisors, managerial employees, confidential employees, short-term employees, and all others excluded by the Act and all other employees of the Employers.

Section 2 – New Classifications

In the event the Employer establishes new job positions within the bargaining unit, the Employer shall assign a classification and pay grade thereto. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the State Labor

Relations Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached hereto in comparison with the job content and responsibilities of other position classifications in the classification schedule and in the bargaining unit;
- (b) Like positions with similar job content and responsibilities within the public labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactively to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with other procedures set forth in this Agreement.

Section 3 – Abolition or Merger of Job Classification

The Employer's determination to abolish or merge existing classifications may be appealed to the 2nd step of the grievance procedure.

Section 4 – Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and will not take any action, which may erode it. The employer shall assign bargaining unit work to bargaining unit employees except as otherwise provided in this Agreement.

Section 5 – Union Exclusivity

The Employer shall not discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions for employees in the bargaining unit. Nor shall the Employer negotiate with employees over their hours, wages, working conditions and all other terms of employment, except as otherwise provided for herein.

Section 6 – Department Heads

Department Heads and/or exempt employees may continue to perform bargaining unit work, which is incidental to their jobs. Department Heads and/or exempt employees may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by Department Heads and/or exempt employees shall not cause any layoffs of the bargaining unit employees, or the bargaining unit to be eroded.

Section 7 – Short-Term Employees

The Employer may continue to use short-term employees in accordance with past practice. Short-term employees are those who work in two (2) consecutive quarters, or less, per calendar year and have no reasonable expectation of being rehired the next calendar year.

Employer agrees not to significantly increase the number of short-term employees in such a manner as to avoid hiring permanent personnel or to cause layoffs of existing personnel.

ARTICLE II **MANAGEMENT RIGHTS**

Section 1 – Rights Residing in Management

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and

operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to:

- (a) the right to hire, promote, demote, transfer, evaluate, allocate, assign, supervise and direct employees;
- (b) to discipline, suspend and discharge for just cause;
- (c) to relieve employees from duty because of lack of work or other legitimate reasons;
- (d) to determine the size and composition of the work force;
- (e) to make and enforce reasonable rules of conduct and regulations;
- (f) to determine the departments, divisions and sections and work to be performed therein;
- (g) to determine the number of hours of work and shifts per work week;
- (h) to establish and change work schedules and assignments;
- (i) to introduce new methods of operation;
- (j) to eliminate, contract, and relocate or transfer work and maintain efficiency;
- (k) to take whatever action is necessary to carry out the functions of the County and the County offices in emergency situations.

Section 2 – Statutory Obligations

Nothing in the Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE III **UNION RIGHTS**

Section 1 – Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend insurance and labor

management/safety meetings. Attendance shall be limited to those who are speaking at the meeting and their attendance shall not interfere with the Employer's operations.

Section 2 – Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and Teamsters, Chauffeurs and Helpers Local Union No. 627 staff representatives shall have reasonable access to the premises of the Employer and Union, giving notice upon arrive to the County Board Chairman, or his designee, and the appropriate elected official, or his designee. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the normal operations of the particular department. By mutual arrangement with the Employer in emergency situations, local Union representatives may call a meeting during working hours to prevent, resolve or clarify a problem of such magnitude that concerted activity is imminent.

Section 3 – Time Off for Union Activities

Local Union Stewards shall be allowed time off without pay for legitimate Union business such as Union meetings, provided such Steward shall give reasonable notice to his/her supervisor of such absence and may be allowed such time off if it does not interfere with the operating needs of the Employer. No more than two (2) local Union Stewards at any one time may be granted such time off without pay for nor more than three (3) days at one time. Except as mutually agreed to between the Employer and the Union, no individual employee may be granted such time off without pay more than twice a year.

Section 4 – Union Bulletin Boards

The Employer shall provide bulletin boards in the Courthouse, Tazewell building, McKenzie Building, Animal Control and Justice Center locations. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 5 – Information Provided to Union

At least twice each year, when requested by the Union, the Employer through the Office of the County Clerk shall notify the local Union, in writing, of the following personnel transactions involving bargaining unit employees: New hires, promotions, bid numbers where such are used, layoffs, reemployment, transfer, leaves, returns from leave, suspension, discharge, and termination.

In addition, upon request of the Union, the Employer shall furnish the Union every ninety (90) days the current seniority rosters and reemployment lists, applicable under the seniority provisions of this Agreement.

Section 6 – Union Orientation

(a) The Employer shall notify the Union within fourteen (14) calendar days of the first day of work for any new employee or the change of full-time or part-time status of any employee covered by the bargaining unit.

(b) By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one hour during the term of the contract for the purpose of informing employees of their rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. The Union may conduct these orientation sessions no more than once per month for new employees. For the purpose of this Section a new employee is defined as anyone in their first year of employment with the County.

(c) The Employer shall inform the Union of all such hiring and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

(d) The Union is responsible for providing signed deduction forms to Payroll.

Section 7 – Distribution of Union Literature

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours. E-mail notification of Union meetings only will be permitted during working hours.

Section 8 – Union Meeting on Premises

The County Board Chairman, or his designee, agrees to make available conference and meeting rooms for Union meetings permitted under this Agreement upon prior notification to the County Board chairman, or his designee, unless to do so would interfere with the operating needs of the Employer or cause additional cost or undue inconvenience to the Employer.

Section 9 – Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working.

ARTICLE IV **SUBCONTRACTING**

Section 1 – General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

Section 2 –Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in layoff of a significant number of bargaining unit employees, the Employer shall first notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

ARTICLE V **NON-DISCRIMINATION**

Section 1 – Prohibition Against Discrimination

Both the employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability, sexual orientation, or other non-merit factors.

Section 2 – Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act or by this Agreement, or on account of Union membership or non-membership or engagement in lawful activities on behalf of the Union.

Section 3 – Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

ARTICLE VI **DUES CHECKOFF**

Section 1 – Union Dues

The Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written authorization to do so the amount certified by the Union to be the amount required for payment of monthly membership dues and uniform initiation fees, and remit the sums deducted to the Union within ten (10) days after the deductions are made.

Section 2 – Indemnification

The Union shall indemnify, defend and hold the Employer blameless against any claim, denial, suit or liability owing from any action taken by the employee in complying with this Agreement.

For the purpose of meeting the monthly deduction the Employer agrees that the monthly deduction shall be split and deducted from an employee's check 24 times, 2 times per month.

Section 3 – Posting Notices

The Union agrees to post and provide notices and appeal procedures to employees in accordance with applicable law.

Section 4 – Deduction Forms

The Union shall supply the Employer with deduction forms and said forms shall include the date of the execution of the employees signed authorized form.

ARTICLE VII **WORK STOPPAGE**

Section 1 – Strike and Lockout Prohibited

Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement, except for a legally established picket line of Teamsters Local Union 627. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement.

Section 2 – Union Action

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the County a written notice, which notice will list the Union's authorized representatives who will deal with the County.

In the event any employee or group of employees covered by this Agreement shall, during the term hereof, participate in any such unauthorized strike or other such activity, the Union agrees that within four (4) hours after the County notifies, in writing, the Union's authorized representatives of such occurrence it will direct such employee, or group of

employees, to resume normal work and will take effective means to terminate such unauthorized conduct, including the execution and delivery to the County, by an authorized officer of the Union, a notice to the effect that such occurrence is neither authorized nor approved by the Union. If the foregoing provisions are complied with, the Union will not be deemed to have violated this Article or to be amenable to suit for damages on account thereof.

Section 3 – Penalties

Any or all employees who have been found to have violated any of the provisions of Article VII may be discharged or otherwise disciplined by the Employer, such discipline may include loss of unearned compensation and holiday pay. In an arbitration proceeding involving a breach of this Article the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

ARTICLE VIII **PERSONNEL FILES**

Section 1 – Inspection

Upon written request by an employee, the Employer shall permit the employee to reasonably inspect his or her personnel file in as private a manner as possible under the supervision of a manager. If the employee is involved in a grievance such inspection shall be immediate; otherwise, it may be within twenty-four (24) hours of receipt of the employee's written request for inspection provided that the administrative office of the employee's department is open. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying in excess of fifty (50) sheets per request. The Employer and the Union agree to abide by the procedure set forth in the Illinois Personnel Record Review Act (820 ILCS 40/1, et seq).

Section 2 – Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 1 of this Article.

Section 3 – Employee Rights

If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement, which will be included in the file.

Section 4 – Review

Employees shall be allowed to review their personnel file during daytime work hours with a department head or their designee present. Employees shall lose no pay for hours for use of this privilege not to exceed one (1) hour on each occasion. Employees may access their personnel files no more than twice per year unless the employee is involved in a grievance action, in which case, upon the written request by the Union Labor Representative the Employer shall provide a copy of the employees personnel file to the Union.

Section 5 – Number and Location of Files

Except as otherwise provided, there shall be no more than one (1) personnel file kept on the individual employee which shall be maintained in a place determined by the Employer, except that the payroll portion (wages, holidays, personal days/comp time, etc.) shall be maintained as the official record in the County Clerk's Office. The Sheriff may maintain Internal Investigation (IID) files but nothing in those files may be used in grievance or discipline proceedings unless that portion of an Internal Investigation (IIF) file has previously been made part of the personnel file.

ARTICE IX
DISCIPLINE AND DISCHARGE

Section 1 – Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include but not be limited to the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension (notice to be given in writing);
- (d) Discharge (notice to be given in writing).

Employees shall not be demoted for disciplinary reasons. Employees will be given copies of all reprimands. Other reasonable conditions of employment may be included as part of the discipline.

Disciplinary action may be imposed promptly upon an employee only for just cause. Discipline shall be imposed promptly after the Employer is aware of the event or action giving rise to the discipline, and after a reasonable period of time to investigate the matter. An employee shall be entitled to the presence of a grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

The parties understand that the requirement to use progressive discipline does not prohibit the Employer, where it can show just cause, to summarily suspend or discharge an employee for any of the types of major offenses listed in the Personnel Policy under 5.1 for paragraphs 1-9, 11, 12, 17, 18 & 20. Those Sections provide as follows:

1. Insubordination – Failure, or unreasonable delay, in carrying out specific instructions given by any Supervisor; blatant disregard of supervisory instructions; failure to cooperate with supervisory directives.

2. Physical Harm/Assault – Assault on or inflicting bodily harm on another employee, Supervisor, or member of the public.

i. Assault is defined as an indirect or direct threatening or aggressive act or language toward another employee, Supervisor, or member of the general public.

- 3. Theft or Pilfering** – Possessing, taking, destroying, or tampering with County property without proper authorization.
- 4. Abuse of County Property** – Willful or malicious destruction, negligence, or abuse of County property, equipment, or facilities; damage to property by failing to use proper equipment, care, and/or good judgment.
- 5. Drug/Alcohol Use and/or possession** – Using alcohol or a controlled substance, or having alcohol and/or a controlled substance in his/her possession while on County property and/or on County work time; possession, use, or sale of alcohol or a controlled substance on County property and/or County time.
- 6. Incarceration** – Failure to notify a Supervisor of an employee's incarceration for an offense, charge, or alleged crime.
- 7. Conflicts of Interest** – Beginning or maintaining an outside personal or business economic relationship which affords present or future financial benefits to the employee by securing advantage of goods, services, or influence due to position of the employee with the County.
- 8. Safety Violations** – Unauthorized possession and/or use of weapons, ammunition, or explosives; neglect for the safety of others or the commission of unsafe acts in the use and care of County property or equipment.
- 9. Illegal Driving** – Issued driver's licenses has expired, or has been denied, restricted, revoked or suspended during employment; Failure to notify Supervisor if license becomes denied, expired, restricted, suspended, or revoked, where valid driver's license is required in employee's job description during employment; Driving a County vehicle while on County business when not possessing a valid driver's license; Permitting unauthorized individuals to ride in or drive a County vehicle.
- 11. Gifts and Gratuities** – Employee acceptance of loans, advances, gifts, and gratuities with monetary value over \$75.
- 12. Dangerous Horseplay** – Pranks resulting in physical harm or property damage.
- 17. Misuse of County Time** – Sleeping or other acts of inattention or neglect of duty.
- 18. Personal Use of County Property** – Personal use of County equipment, materials, tools, supplies, without written permission of the using Department Supervisor.

20. False Statements – Making intentionally false statements, either verbally or in writing, about the County, other employees, themselves, supervision, or work situations.

Section 2 – Just Cause

Disciplinary action may be imposed upon an employee only for just cause. Where an employee is serving a probationary period the parties agree said employee cannot use the grievance procedure to grieve a discharge, except where the employee is alleging that the discharge is due to his/her Union activities, or other “protected rights”, but the probationary employee may grieve an oral reprimand, written reprimand or suspension.

Section 3 – Manner of Discipline

If the Employer has reasons to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 4 – Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the employer shall promptly furnish the employee in writing with a clear and concise statement of the reasons. The employee shall be given notice before the discipline is to take place to allow the employee time to speak with a union representative. Unless the employee declines in writing to inform the Union of such disciplinary action, the Employer shall also furnish the Union with the same information provided to the employee. The Employer will provide to the Union a copy of any written declination by the employee. The measure of discipline and the statement of reasons may be modified especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

Section 5 – Removal of Discipline

Any written reprimand shall be removed from an employee's record if, from the date of the reprimand, twelve (12) months pass without the employee receiving any form of disciplinary action against him/her. If the employee receives any form of disciplinary action within the twelve (12) month period following the date of a written reprimand, then the reprimand shall not be removed until twenty-four (24) months pass without the employee receiving an additional reprimand or discipline for such offense.

Section 6 – Disciplinary Meeting

If the Employer and Union meet for purposes of a disciplinary meeting stemming from discipline to be provided to an employee, the Union member subject to discipline may be accompanied by one (1) Union Steward, in addition to a Union attorney or a Union Representative at said meeting. No Union member shall be present on behalf of the Employer for these purposes unless the Union member subject to discipline requests that he or she be allowed to confront any potential witnesses or accuser of the alleged incident.

ARTICLE X **DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

Section 1 – Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or working conditions established under this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2 – Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her

Department Head. All disputes pursuant to this Section shall be made in writing no later than ten (10) working days from the incident giving rise to the dispute.

The employee shall make his or her complaint to his or her Department Head, which may, in some cases, be an Elected Official. The employee shall be notified of the decision within ten (10) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall perform his/her assigned work task and complain later, unless the employee reasonably believes that the assignment endangers his or her safety.

Section 3 – Representation

Grievances shall be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 4- Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 5 – Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant and shall automatically advance the grievance to the next Step except arbitration. Time limits may be extended by mutual agreement.

Section 6 – Investigating or Processing Grievances

The grievant(s) and one Union Steward will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back by the Employer on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation but shall not be compensated by the Employer for testifying outside of working hours. No employee or Union Steward shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangement with his/her Department Head, Supervisor, or designee, as well as the Department Head, supervisor or designee of any unit to be visited, and such arrangements shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance. In the event of a grievance the employee's assigned work task shall be performed first and the grievance filed later, unless the employee reasonably believes the assignment endangers his safety.

Section 7 – Meeting Space and Telephone Use

Upon request, the employee and Union Steward shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance of toll calls at the expense of the Employer.

Section 8 – Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1: If no agreement is reached between the employee and the Department Head, as provided for in Section 2 – Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the elected official or Department Head, as the case may be, no later than ten (10) working days from the date the employee knew or should have known of the incident giving rise to the grievance. Within five (5) working days after the grievance has been submitted in this Step 1, the elected official of Department Head, as the case may be, shall meet with the grievant and the Union steward to discuss the grievance and make a good faith attempt to resolve the grievance. The elected official or Department Head, as the case may be, shall respond in writing to the grievant and the Union steward within ten (10) working days following the meeting. If resolution of the grievance requires the expenditure of money beyond available budget funds, the grievance shall be referred to Step 2.

Step 2: In the case of grievances arising in an office headed by an elected official, if the grievance is not settled at Step 1, the grievance may be referred in writing within five (5) working days after the decision in Step 1, to a grievance committee composed of one (1) County Board member appointed by the Chairman of the County Board, the elected official involved, and a third person selected by mutual agreement of the elected official and the Chairman of the County Board.

For all grievances, if the grievance is not settled at Step 1 the grievance may be referred in writing to the County Board Collective Bargaining Committee within five (5) working days after the decision in Step 1. Within ten (10) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the Union and the grievant within five (5) working days following the meeting.

Step 3: If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision of the expiration of the five (5) day period of the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet select an arbitrator from a list of mutually agree-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be

selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Pekin, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall review and consider an employee's entire personnel file when reviewing the merits of a suspension, demotion or discharge case.

The expenses and fees of the arbitrator and the cost of the hearing room and other related costs determined by the arbitrator shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore add to or subtract from the provisions of the Agreement. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, that party shall pay for the cost of its copy.

Section 9 – Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be, by mutual agreement, filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 10 – Pertinent Witnesses and Information

The Union or Employer may request a production of specific documents, books, papers or witnesses reasonably available from the Employer or Union and substantially pertinent to the grievance under consideration. Such requests shall not be unreasonably denied.

If the request is unreasonably denied, the Union or Employer may seek lawful recourse to support their demand for compliance with their request.

ARTICLE XI **SENIORITY/LAYOFF/RECALL**

Section 1 – Probation

All employees shall serve a probationary period of eight (8) months from the date of hire in the bargaining unit. However, effective upon written notice to the employee and the Union, at any time during an employee's probationary period, the Employer may, in its sole discretion, extend the employee's probationary period for up to four (4) months to a maximum probationary period of twelve (12) months. During the probationary period, including any extension of said probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire. Employees transferring from one department to

another shall serve a probationary period of three (3) months from the date of hire in the new department.

Section 2 – Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire, or for part-time employees, their length of part-time service from their last date of hire. Departmental seniority is defined as the length of continuous full-time service in a specific department, or for part-time employees, their length of part-time service from their last date of hire. Departmental seniority will only be used for the purpose of vacation scheduling and assignment of overtime.

Section 3 – Loss of Seniority

Seniority and the employment relationship shall be terminated if an employee:

- (1) quits;
- (2) is discharged for just cause, unless reversed by the grievance procedure;
- (3) is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (4) is laid off for more than two (2) years or fails to report to work within five (5) working days after having been recalled from layoff;
- (5) fails to report for work at the termination of a leave of absence unless such failure is due to illness, injury or other unavoidable cause;
- (6) if an employee on a leave of absence for personal or health reasons accepts other employment without permission;
- (7) if he or she retires from County employment;

Section 4 – Seniority List

The Employer, upon written request of the Union, shall supply to the Union an updated seniority list for bargaining unit employees shall supply quarterly to the Union an updated seniority date for bargaining unit employees.

Section 5 – Layoffs

When the Employer determines that layoffs are necessary, employees shall be given fourteen (14) days written notice of such layoff and be laid off in the inverse order of seniority in their particular Department of Office and job classification.

Section 6 – Order of Layoffs

In applying the above procedures, the order of layoff shall be by classification in each department and shall proceed as follows: probationary part-time employees shall be laid off first, then non-probationary part-time employees, then probationary full-time employees, then non-probationary full-time employees, provided however, that seniority shall not prevail if the layoff causes the persons remaining unable to do the essential functions of the classification position for which the layoff occurred. In that case, a less senior employee may be retained over a more senior employee if the more senior employee cannot do the classification position job duties at the time of layoff.

Section 7 – Recalls

Employees shall retain recall rights for two (2) years in the same department/Office. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously shall first be recalled by seniority. If no one with recall rights to that job classification accepts the recall, then all others on layoff with recall rights, conditioned upon ability to perform the work available, shall then be recalled by seniority.

Employees who are eligible for recall shall be given ten (10) working days notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within five (5) working days after receipt of the notice whether the employee will accept recall.

ARTICLE XII **FILLING OF VACANCIES**

Section 1 – Definition of Permanent Vacancy

For the purpose of this Article a permanent vacancy is created:

- (a) When the Employer determines to increase the work force;
- (b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent; voluntary quits, transfer, discharge retirement or death;
- (c) Vacancies filled by bargaining unit employees as a result of voluntary reduction in lieu of layoff, shall be considered permanent vacancies for the purpose of this Article.

Section 2 – Creating of a Permanent Vacancy

A permanent vacancy in full-time or part-time positions shall be created by action of the Office Holder in the case of elected officials and by action of the County Board in other cases acting upon the request of the Department Head as recommended by the Human Resources Committee of the County Board.

In the case of vacancies declared by an Office Holder, the Office Holder will notify the County Board of such vacancy, the pay step and salary assigned to the vacancy and the filling thereof. The vacancy may only be filled subject to available funds.

Improper assignment of the position to a particular classification shall be subject to resolution through the Labor-Management Committee or the grievance procedure.

Section 3 – Posting

- (a) Permanent vacancies of the Employers shall be posted for bid on Union bulletin boards for a period of ten (10) working days. Any bargaining unit employee may bid on a position.
- (b) The bid notice shall state the position classification, the shift, and permanent vacancies shall be filled by the application of the provisions of this Article and Article XI.

Section 4 – Order of Selection

Selection for filling of a permanent vacancy shall be from those applicants deemed qualified to perform the duties of the vacant position. If more than one applicant is considered qualified on a relatively equal basis, the following factors shall be considered qualified on a relatively equal basis, the following factors shall be considered in making the selection:

- (a) Employment in the Office or Department in which the vacancy exists;
- (b) Employment in another Office of Department of the County;
- (c) The seniority of any person in (a) or (b).

ARTICLE XIII **HOURS OF WORK/BREAKS/OVERTIME**

Section 1 – Week Defined

The workweek consists of seven (7) consecutive days commencing at 12:01 A.M. on Sunday and ending at 12:00 Midnight on Saturday. A normal workweek for Unit B is five (5) consecutive days.

Section 2 – Pay Period

The biweekly straight time pay shall be determined by multiplying 75 hours for those employees working a seven and on-half (7 ½) hour day and 80 hours for those employees working an eight (8) hour day times the hourly rate. The new rates become effective on December 1st each year. A pay period is fourteen (14) days beginning 12:01 A.M. on Sunday.

Section 3 – Hours of Work

The normal workday shall consist of 7.5 or 8 consecutive hours and the normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. For employees other than in the Office of the Sheriff and Building Maintenance the starting time shall be no earlier than 7:00 A.M. and the quitting time no later than 5:00 P.M. Employees may flex their schedules on a daily basis with the permission of their

supervisor so long as they complete their regular hours of work for each day. No employee will have his or her current schedule changed. Changes are subject to negotiation with the Union.

For employees in the Office of the Sheriff the normal workday shall consist of eight (8) consecutive hours and the normal workweek shall consist of five (5) consecutive days followed by two (2) consecutive days off. When permanent changes in shift of days off assignments are made, employees shall be entitled to exercise seniority to select their preferred shift/days off. During the months of December and June each year employees shall have an opportunity to exercise seniority for shift/days off assignments.

True time worked is defined as all time considered work time under the Fair Labor Standards Act. Daily attendance sheets shall be maintained in each office or Department accurately recording time worked by all employees.

Section 4 – Break Periods

A break or rest period of fifteen (15) minutes each will be taken during the morning and during the afternoon of each shift, however, in the sole discretion of the Department Head based upon the current staffing and/or operating needs of the department on any particular day, the Department Head may deny an employee a fifteen (15) minute break or rest period and require the employee to continue working within the department. In single employee offices, the work station may not be left without permission of the Department Head out of concern for the operating needs of the Office of Department. The Department Head shall relieve the employee when the Department Head is present and available in the Office.

Section 5 – Lunch Periods

Except in the Office of the Sheriff lunchtime shall be a minimum of one-half (1/2) hour and a maximum of one (1) hour unpaid to be taken as scheduled by the Department Head or Employer, consistent with past practice. Employees in the Office of the Sheriff who are scheduled on a 24/7 shift schedule shall have a one-half (1/2) hour paid lunch approximately mid-point through their shift.

Section 6 – Overtime Defined

Overtime is defined as all work in excess of forty (40) hours per week and eight (8) hours per day for the employees in this bargaining unit.

Section 7 – Overtime Procedure

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed and within a work unit as mutually agreed to between the parties. It shall be distributed on a rotating basis among such employees having the least number of overtime hours being given first opportunity. If all employees in an equalizing group are offered overtime and refuse, the prior to forcing an employee to work such assignment, the Employer may assign such overtime to an employee, or employees not in the equalizing group who volunteered for such assignment, provided they are qualified and capable of performing the work.

If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order to the least senior employee who has not been directed to work the hours until all employees have been required to work, at which time the process shall repeat itself. For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

The Union, upon request, shall have access to the list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee worked.

During periods of County, local, State or national elections, the County Clerk shall have the authority to assign mandatory overtime by seniority to employees in the Election Division of the County Clerk's Office on an equalized basis and no employee of the Election Division shall be allowed to refuse overtime assigned except in emergency situations. For County Clerk employees outside of the Election Division wanting to work overtime during periods of an election, the Union will provide a list of said employees to the County Clerk four (4) weeks prior to any election, and those employees on the list will be assigned mandatory overtime by rolling seniority parallel with the employees in the

Election Division. No employee whose name appears on the list provided by the Union to the County Clerk shall be allowed to refuse overtime assigned except in emergency situations. If the Union does not provide a list to the County Clerk of employees outside of the Election Division wanting to work overtime, or if the list provided by the Union does not provide enough employees to cover the needed overtime hours, then the County Clerk will assign the overtime hours remaining to be filled to part-time employees.

Section 8 – Compensatory Time

Employees in the bargaining unit who work more than thirty-seven and one-half (37 ½) hours but less than forty (40) hours per week shall earn compensatory time or cash at the rate of one (1) hour for each hour worked at the discretion of the Department Head or Office Holder. After forty (40) hours comp time or payment in cash shall be at the employee's discretion. Compensatory time off shall be granted by the Employer within the fiscal year the compensatory time was earned upon request by the employee consistent with the operating needs of the Employer. If such compensatory time is not granted or taken during the fiscal year it was earned, it shall be liquidated in cash before the end of the fiscal year in which earned. No employee may accumulate more than (40) hours compensatory time.

Section 9 – On-Call

Employees of the bargaining unit in the Animal Control Office, the Elections Division of the County Clerk's Office, and the Building and Grounds Maintenance Department are subject to being on-call, that is, waiting to be engaged under Fair Labor Standards Act requirements. They are provided radios and cell phones, and shall remain available by such communications when on call but are not required to remain at home. Further, they are to report to work only when they receive notice to do so from the Tazewell/Pekin Consolidated Communications Center.

Employees of the bargaining unit who are called out from their residence to come back to work shall be compensated at the appropriate rate subject to a two (2) hour minimum. If the call out is while an employee is already out, it shall be paid at the appropriate rate for the time worked.

ARTICLE XIV **VACATIONS**

Section 1- Vacation Leave

Employees shall be entitled to the following vacation leave. Vacation is accrued and earned according to the following schedule:

- (a) Ten (10) working days after one year of service. Vacation is accrued at the rate of either 2.885 hours per pay period for employees working a 37 ½ hour week and 3.09 hours per pay period for employees working a 40 hour week. An employee may take one (1) of these two (2) weeks after the completion of six (6) months of service. .
- (b) Fifteen (15) working days after six (6) years of service. Beginning the first day of the sixth year of service, vacation is accrued at the rate of 4.327 hours per pay period for employees working a 37 ½ hour workweek and 4.620 hours per pay period for employees working a 40 hour workweek.
- (c) Twenty (20) working days after eleven (11) years of service. Beginning the first day of their eleventh year of service, vacation is accrued at the rate of 5.769 hours per pay period for employees working a 37 ½ hour workweek and 6.154 hours per pay period for employees working a 40 hour week.
- (d) Effective December 1, 2024, twenty-five (25) working days after eighteen (18) years of service. Beginning the first day of their eighteenth year of service, vacation is accrued at the rate of 7.211 hours per pay period for employees working a 37 ½ hour workweek and 7.692 hours per pay period for employees working a 40 hour week.

Section 2 – Vacation Pay

All vacation leave will be paid at the regular daily rate. Vacation accruals only apply to regular hours worked and not overtime hours.

Section 3 – Working During Vacation

No employee will be allowed to continue working for the Employer and receive pay for it during his vacation. The allowable vacation leave must be taken by the employee in the year it is credited subject to the operating needs of the Employer. If the Employer is unable to schedule the employee for vacation, the vacation leave may be accumulated for a period of twelve (12) months to a maximum of ten (10) days. This paragraph shall not prohibit an employee from utilizing any approved leave time to work as an election

judge pursuant to the Illinois Election Code (10 ILCS 5/13-2.5). Any employee who wishes to use any leave time shall be required to give the Employer ten (10) days written notices of their intent to utilize leave time.

Section 4 – Vacation Requests

Vacations may be scheduled (after eligibility requirements are met) with the approval of elected official or Department Head in increments of no less than fifteen (15) minutes. Except for an occasional day or part of a day which is taken as vacation leave, all employees must submit, in writing, to the elected official or Department Head, as the case may be, a schedule of desired vacation at least two (2) weeks in advance of the start of such vacation. At least one (1) day's notice shall be given for vacation leave of one (1) day or less. The employee shall be given notice of approval within five (5) working days of their request. The elected official or Department Head, as the case may be, shall have the right to alter any schedule if it is deemed to be in the best interest of the Department or office to do so. Only exempt Supervisors and/or Department Heads or Elected Officials shall approve or deny time off requests. If the employer fails to notify the employee within five (5) business days of their decision to grant or deny the vacation request, the employee shall consider the request granted, provided they have followed the department rules and policy regarding requests.

Any employee desiring priority in scheduling of vacation shall submit their desired vacation schedule between December 1st and December 31st of the year prior to the vacation request. Conflicts in scheduling shall be resolved by seniority. No employee shall have priority in scheduling for more than ten (10) days vacation regardless of seniority.

Notwithstanding the above provisions regarding the scheduling and use of vacation, employees in the Treasurer's Office are required to and must schedule and take at least five (5) consecutive days of vacation leave each year. Employees in the Treasurer's Office may schedule (subject to eligibility requirements) any remaining vacation after the five (5) consecutive days in increments of no less than fifteen (15) minutes with the approval of the Treasurer.

Employees will be allowed to carry over up to ten (10) days of vacation from one fiscal year to the next fiscal year. Further, at the end of the fiscal year, employees may cash-in any remaining unused vacation hours in excess of the permitted carry-over amount up to a maximum cash-in of one week (40 hours) total of vacation time. Any vacation hours remaining after the allowable carry-over amount and the allowable cash-in amount shall be forfeited by the employee.

Employees who terminate their employment with the County will receive compensation for all earned/accrued but unused vacation on their final paycheck.

ARTICLE XV **HOLIDAYS**

Section 1 – Paid Holidays

Except in cases of emergency, all employees (full-time and regularly scheduled part-time) shall be entitled to the following paid holidays to be celebrated as set annually by the County Board:

Christmas Eve Day	Independence Day
Christmas Day	Labor Day
New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	

Section 2 – Alternate Days

When any of the above holidays fall on Saturday, the preceding Friday will be the day off and full pay will be paid for that day. When any of the above holidays fall on Sunday, the following Monday will be the day off and full pay will be paid for that day. For the purpose of the Sheriff's Department Jail Clerks, they will recognize the actual Holiday to receive Holiday Pay.

Section 3 – Eligibility

In order to receive holiday pay, an employee must work the day before and the day after the holiday unless such employee is absent from work with the approval of the

elected official or Department Head, as the case may be. The employer may require employee to verify absence due to sickness by providing a written statement from a physician verifying the employee has seen the physician and was unable to work.

Section 4 – Holiday During Vacation

When a County designated Holiday falls during an employee's schedule vacation, the employee shall be charged with the Holiday time and retain the vacation time for said Holiday(s).

Section 5 – Time Worked on a Holiday

Any employee required to work on any Holiday listed in Section 1 shall be paid at a rate of double time the regular hourly rate for all hours worked in addition to their Holiday pay.

ARTICLE XVI **SICK LEAVE**

Section 1 – Purpose

Sick leave is defined as the absence of an employee due to illness, disability, or injury of the employee; or illness, disability, or injury of an employee's spouse, mother, father, children, domestic partner, or sibling if the sibling resides in the employee's household. Sick days are provided only in order to furnish employees with help to weather the hardships of prolonged illnesses for themselves or an immediate family member as defined above. Sick days may not be transferred from one employee to another. Accrued sick days will be paid starting with the first day of illness.

Section 2 – Accumulation

- (a) Bargaining unit employees will accrue sick days at the rate of one (1) day per month. The employer reserves the right to credit accrued sick leave more frequently, either each pay period or in a smaller number of pay periods, but in any case, no less than once each month. Sick leave shall be taken in not less than one-half (1/2) hour increments.

- (b) Effective December 1, 2004 sick leave may be accumulated to a maximum of two hundred forty (240) working days.
- (c) Upon retirement, an employee may apply all accrued unused sick leave toward retirement in accordance with the Illinois Municipal Retirement Fund, 40 ILCS 5/7-101 et seq.

Section 3 – Return to Work

If an employee is absent from work because of illness, or a non-industrial accident, for more than three (3) days, upon the employee's return to work such employee must present a certificate signed by a licensed physician in order to qualify for sick leave benefits when requested to do so by the Elected Official or appointed Department Head.

Section 4 – Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken. Upon reasonable suspicion of abuse the Employer may require a doctor's certification to verify the absence. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 5 – Pregnancy

For the purpose of this Article, pregnancy of the employee shall be treated as any other illness.

ARTICLE XVII **LEAVES OF ABSENCE**

Section 1 – Personal Leaves

Personal leave may be used by the employee for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Elected Official or Department Head, as the case may be, at

least two (2) working days in advance of the day to be taken. It is accepted that personal leave may not be used to extend vacations, or other leaves of absence, receive remuneration or to seek employment elsewhere.

Any newly hired employee who fails to complete his/her probationary period will be responsible for reimbursing the Employer for any personal leave time taken which shall be deducted from their "final compensation" as defined by Illinois Statue.

All full-time employees shall be credited with five (5) personal days on December 1st of each fiscal year, with the exception of new hires who will receive prorated days based on hiring date. New employees hired between December 1st and March 31st shall receive 5 days; hired between April 1st and July 31st shall receive 3 days; and hired after August 1st shall receive 2 days.

Section 2 – Wavier of the application of the Illinois Paid Leave for All Workers Act

All parties to this Agreement acknowledge and agree that the requirement of the Illinois Paid Leave for all Workers Act (PLAWA), found at 820 ILCS 92/1, do not and shall not apply to this Collective Bargaining Agreement and any successor agreements.

Section 3 – Leave to Attend a Funeral

If a death occurs in the immediate family of an employee, three (3) days funeral leave will be allowed said employee at full pay. Such days will not be charged to vacation, sick leave, or personal days.

For purposes of this Section, "immediate family" is defined as the spouse, son (including step-son), daughter (including step-daughter), brother, sister, mother (including step mother), father (including step father), mother-in-law (including step), father-in-law (including step), daughter-in-law, son-in-law, grandparents (including step) and grandchildren (including step) of the employee.

In the event there is a death to a family member of an employee other than "immediate family" as defined above, the employee may be permitted to use comp-time or vacation days to attend the funeral if, in the judgment of the Department Head doing so will not negatively impact the staffing or operating needs of the employee's department.

If the deceased member of the immediate family as defined above resides out of state, the employee may be allowed to use comp-time or vacation days to take additional time off beyond the three (3) days of funeral leave, subject to the approval of the Department Head based on the staffing or operating needs of the department, which approval may not be unreasonably denied.

The Department Head may request documentation from the employee as to the death and relationship to the employee if abuse of funeral leave is suspected.

Section 4 – Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms of this Agreement, regardless of with or without pay, under Article XVI, shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement. Any such discharge may be grieved under the provisions of this Agreement.

Section 5 – Family Medical Leave Act

The Employer agrees to comply with the terms and conditions of the Family Medical Leave Act as it applies to the employees of this bargaining unit.

ARTICLE XVIII **UNPAID LEAVES OF ABSENCE**

Section 1 – Criteria for Unpaid Leaves

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by an Elected Official or the County Board Chairman, as the case may be, who must immediately notify the Director of Administrative Services and the Payroll Department. Leaves shall not be unreasonably denied and may be granted with the following understanding between the Employer and the employees:

- (a) Whether the position is held open is a determination to be made by the elected official or County Board Chairman, as the case may be. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of like pay and classification.
- (b) During a leave of absence, other than annual military reserve leave, an employee does not accrue credit for benefits. Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of absence.

Section 2 – Health Leave

A health leave may be granted by the elected official or County Board Chairman, as the case may be, to employees with six (6) months of service or more. The employee must present a written statement from a licensed physician to the elected official or County Board Chairman, as the case may be, stating the need for such a leave. The length of the leave will be determined by the elected official or County Board Chairman, as the case may be, giving consideration to the physician's recommendation. The maximum period of time a health leave will be granted for is one (1) year. Employees returning to work from a health leave must present a written release from their physician.

Section 3 – Education Leave

An educational leave may be granted by the Elected Official or County Board Chairman, as the case may be, to employees with one (1) year of service when the education program is of mutual benefit to both the County and the employee. The length of leave will be determined in accordance with the type of program attended.

Section 4 – Active Call to the Armed Services

A leave of absence shall be granted by the elected official or County Board Chairman, as the case may be, to employees who have ninety (90) days of service and who are called to active service in the Armed Forces. The employee's service date and resulting benefits will remain intact. The employee will be taken back in a position of like pay and classification if he/she returns within ninety (90) days of discharge.

Section 5 – Personal Reasons

A leave of absence may be granted by the Elected Official or County Board Chairman, as the case may be, to employees who have six (6) months of service for personal reasons, serious in nature (i.e. illness in family, marital problem, etc.). The length of the leave will not exceed six (6) months but may be extended an additional six (6) months in discretion of the Employer for just cause.

Section 6 – Worker's Compensation

A leave of absence conforming to applicable state regulations shall be granted by the Elected Official or County Board Chairman, as the case may be, to employees who have been injured while performing their work assignment for the County subject to the provisions of Article XI, Section 3. Employees shall continue to accrue seniority and the County will pay the premium for the employee only for employee health, life and dental insurance while on such leave.

ARTICLE XIX **WAGES**

Section 1- Wage Increases

Effective December 1, 2024, employees shall receive a general wage increase of 3.0% to their hourly rate (and shall further be eligible for an additional 2.0% satisfactory employee wage increase set forth in Section 2 of this Article XIX below).

Effective December 1, 2025, employees shall receive a general wage increase of 2.0% to their hourly rate (and shall further be eligible for an additional 1.5% satisfactory employee wage increase set forth in Section 2 of this Article XIX below).

Effective December 1, 2026, employees shall receive a 2.0% general wage increase to their hourly rate (and shall further be eligible for an additional 1.5% satisfactory employee wage increase set forth in Section 2 of this Article XIX below).

It is agreed that all employees on the payroll as of the date of ratification by the bargaining unit, who were also on the payroll on December 1, 2024, shall be eligible for and receive a retroactivity pay check for all hours paid since December 1, 2024.

Section 2 – Satisfactory Employee Increases

Effective December 1, 2024, employees who are deemed satisfactory shall receive a 2.0% satisfactory employee increase to their hourly rate.

Effective December 1, 2025, employees who are deemed satisfactory shall receive a 1.5% satisfactory employee increase to their hourly rate.

Effective December 1, 2026, employees who are deemed satisfactory shall receive a 1.5% satisfactory employee increase to their hourly rate.

It is the authority of an employee's department head to determine whether or not the employee shall be deemed satisfactory as defined under this provision. An employee shall be deemed satisfactory, for the purposes of this provision, so long as they are not deemed unsatisfactory. An employee may be considered unsatisfactory if they have received a written reprimand or greater discipline within six (6) months.

Section 3 – Discretion of Employer

Employer retains discretion to distribute funds to employees as the Tazewell County Board may authorize and make available from time to time.

Section 4 – Non-Union Pay Scale

Union employees shall be moved from the 2023 Korn Ferry Pay Scale to the Tazewell County Non-Exempt Hourly Pay Scale used for non-union employees.

Section 5 – New Hire Wage Rates

When hiring new employees, the Employer shall be allowed at their discretion to place the employee according to their experience up to that Step designated as the "midpoint" in the employee's assigned grade.

Section 6 – Changes in Classification

When promoting an employee to a newer vacant position, the employee shall be assigned to the beginning of the Grade or receive a 6% increase in their hourly rate, whichever is greater. When an employee is transferred to a position in a lower Grade voluntarily, the employee will receive a 7% decrease in their hourly wage. When an

employee is transferred to a position in a lower Grade involuntarily, the employee will receive a 5% decrease in their hourly wage.

Section 7 – Appeals

If an employee's duties change in their position and a request is made to review their grade then an employee may appeal the decision to the Employer. Appeals cannot be made from reclassifications of a job made unilaterally by the Employer. If an employee chooses to appeal a reclassification it must be done within ten (10) days of being notified of the change. Within ten (10) days the Employer will respond to the employee. If the employee is unhappy with the response of the Employer then within ten (10) days after receiving the Employer's decision the employee may appeal to an arbitrator, who shall review the Employer's decision to determine whether it was against the manifest weight of the evidence. The arbitrator's decision will be final and binding. The costs of the arbitrator in this appeal shall be shared equally by the parties.

ARTICLE XX **MILEAGE ALLOWANCE**

If an employee is required to use his/her personal vehicle for work, he/she will receive a mileage allowance allowable by the Internal Revenue Service.

ARTICLE XXI **OTHER PAY PROVISIONS**

Section 1 – Standby Pay (Night Premium Pay)

(a) Bargaining unit employees in the Animal Control Office, the Elections Division of the County Clerk's Office, and in the Building and Grounds Maintenance Department shall be paid standby pay of \$33.00 per day for hours spent on call and standby plus all hours actually worked at the appropriate rate. Current hours now being worked on call and standby are 4:00 P.M. to 8:00 A.M. Monday through Friday.

(b) Bargaining unit employees in the Animal Control Office, the Elections Division of the County Clerk's Office, and in the Building and Grounds Maintenance Department shall be paid on call and standby pay of \$55.00 per day for hours spent on call and standby for Saturday, Sunday and holidays plus all hours actually worked at the appropriate rate, as listed in Article XV.

(c) The Kennel Cleaner shall receive \$50.00 per day for work done on Saturday, Sunday and holidays, as listed in Article XV.

(d) Vital Statistics and Election employees in the County Clerk's Office shall receive stand-by pay of thirty dollars (\$30.00) on weekdays (Monday thru Friday) and fifty dollars (\$50.00) on weekends (Saturday, Sunday) and Holidays.

Section 2 – Part-Time Employees

Part-time employees who (a) perform all of the same work as full-time employees and (b) work year around part-time, shall be paid one hundred 100% percent of the full-time pay scale based upon years of service.

Section 3 – Employee Shift Differential

Employees, other than Jail Clerks, assigned to work second shift shall receive an additional thirty-three cents (\$0.33) per hour added to their adjusted base pay. Employees assigned to work third shift will receive thirty-eight cents (\$0.38) per hour added to their adjusted base pay.

Section 4 – Jail Clerks Shift Differential

Jail Clerks assigned to work second shift shall receive an additional sixty-cents (\$0.60) per hour added to their adjusted base pay, and Jail Clerks assigned to work third shift shall receive an additional seventy-cents (\$0.70) per hour added to their adjusted base pay.

The applicable shift differential shall be added to the base hourly rate of a jail clerk for any work performed by said jail clerk during a second or a third shift, even if the jail clerk was not scheduled to work on said shifts.

Section 5 – Educational Incentive

During the term of this Agreement, any bargaining unit member who receives an Associate's Degree or a Bachelor's Degree, in any area of study of mutual benefit to the employee and the employer, from an accredited college or university shall be entitled to a one-time bonus of \$250.00 or \$500.00, respectively. No educational incentive bonus will be paid to an employee unless and until after the employee successfully completes any applicable probationary period referenced in Article XI of this Agreement.

ARTICLE XXII **LABOR-MANAGEMENT/SAFETY & HEALTH COMMITTEE**

Section 1 – Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. A written agenda must be provided no less than within five (5) working days of this scheduled date. It shall contain all matters that the submitting parties wish to discuss and shall specify the contract Article, Section and page number that is in consideration, if applicable. It shall further provide sufficient detail so as to enable the party receiving it to prepare for a meaningful examination of the subject. The parties anticipate that such meetings shall be about one (1) hour long, shall be held during the workday, and shall be attended by no more than three (3) members of the bargaining unit providing such conditions are met, no employee shall lose pay for attending the meeting nor shall any employee's benefit account be debited for the hour.

Section 2 – Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only

be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3 – Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor/management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 4 – Disabling Equipment Defects

The Employer recognizes its obligation to provide safe equipment and vehicles to the employees. No employee shall be required to use any equipment that the Employer and the Union mutually agree is defective because of a disabling condition. When an assigned department vehicle has a disabling defect as mutually agreed between the Union and the Employer or is in violation of the law, the employee may notify his supervisor, complete required reports and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

Section 5 – Union Rep Attendance

When absence from work is required to attend labor/management conferences, Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to three (3). Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

ARTICLE XXIII **INSURANCE**

Section 1 – County Contributions

All full-time bargaining unit employees will be offered the County's group insurance program at the time of employment. If the employee elects and qualifies, then the current co-pay amount paid by the employee shall continue until such time as the premium costs reached \$350.00 for the employee. Should the employee elect dependent coverage, then they will pay the additional current co-pay on insurance premiums until such time as the premium for dependent coverage reaches \$275.00. Any premium increased that exceed \$350.00 for the employee and an additional \$275.00 for the dependent will be shared on a 50/50 basis by the employee and the Employer. Employees will continue to pay 100% of the dependent dental coverage. Employee co-pay shall be through payroll deduction.

Section 2 – Life Insurance

The County will pay 100% of the monthly premium for employee's life insurance.

Section 3 – Enrollment and Eligibility

Open enrollment for the first year of this Agreement will be permitted thirty (30) days following the date this Agreement is signed at which time all employees will be eligible provided they give evidence of insurability. Only preexisting conditions may be excluded from coverage at the time of enrollment.

Section 4 – Insurance Committee

A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established county-wide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One (1) representative from Unit A, Unit B, Corrections Unit, Control Room Operators Unit and Deputy's Unit, along with four (4) management and two (2) non-union representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives

identified by this Section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

B. **Benefit Denial Review:** The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits. The Plan Administrator's decision shall be final and non-grievable notwithstanding any other provisions contained herein.

Section 5 – Retirement Program (IMRF)

The County will provide each bargaining unit employee as required by Statute a retirement program through the Illinois Municipal Retirement Fund for employees who work a minimum of one-thousand (1,000) hours per year. The cost of this plan is shared by the employee and the County.

ARTICLE XXIV **MISCELLANEOUS PROVISIONS**

Section 1 – Personnel Policies

To the extent that the Tazewell County Employees Personnel Policies Handbook or the work rules of the Sheriff's Office do not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

Section 2 – Uniform Allowance

The employees working over 24 hours per week within the bargaining unit for Animal Control, Maintenance, and Jail Clerk shall receive a taxable annual uniform

allowance in the amount of \$465.00. Employees working in the above departments working less than 24 hours per week shall receive a taxable annual uniform allowance in the amount of \$260.00. This uniform allowance will be paid after the beginning of each fiscal year.

In addition, the employees of the Animal Control and Maintenance departments shall be provided coveralls and a winter jacket upon the start of employment, and new replacement coveralls and winter jackets shall be supplied every three years to employees that need them (and said coveralls and winter jackets shall be purchased by the Facilities Director). The employee shall be responsible for cleaning the coveralls and winter jackets. Rubber overshoe boots will be made available on site.

Employees in the Maintenance Department shall receive a taxable safety boot allowance of \$300 every eighteen (18) months, or a \$200 boot allowance every twelve (12) months. Maintenance employees will be allowed to take and keep their safety boots upon leaving employment with Tazewell County.

Section 3A – Telephone

Employees designated by the Employer may be required to make available to the Employer a telephone number of a person where they can be contacted in case of emergencies, working overtime or other job related reasons.

Section 3B – Dress

Employees shall report to work in a neat and orderly fashion. Uniforms shall not be required to be worn by employees during the term of this Agreement except by mutual agreement. The provision shall not apply to jail officers, wardens, bailiffs and maintenance personnel.

Section 3C – Driver's License

Employees shall obtain and maintain a driver's license appropriate for their related employment use.

Section 4 – Printing of Agreement

The Employer shall be responsible for the copying of necessary copies of this Agreement and shall provide the Union twenty (20) days opportunity to review the galley proof of the Agreement prior to copying. The cost of copying this Agreement shall be borne by the Employer. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide a copy to each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 5 – Parking

Employer shall assign Employees to park in designated lots based upon the department/building where the employee works, with open parking within said lots. Once assigned, Employees must park in the lots to which they are assigned.

Section 6 – Unauthorized Activity

It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work if there shall be a work stoppage, and just as soon as practical, address a letter to the company notifying the company that the action of the Union members or agents is unauthorized.

Section 7 – Jail Clerks PTO retention

Jail Clerk employees shall retain all earned/accrued paid time-off (PTO) on a prorated basis when moving from a part-time employee to a full-time employee.

ARTICLE XXV **JOB DESCRIPTIONS**

Job descriptions and any changes in job descriptions of bargaining unit employees shall be provided to the Union at the union's request. A master list of all current job descriptions shall be maintained in the County Administrator's Office. The employer will provide to the Union a current list of the Hay Study Committee members.

ARTICLE XXVI **PAST PRACTICE**

The Employer agrees that during the period of this Agreement, it shall not unilaterally change any past practices enjoyed by members of the bargaining unit. When past practice conflicts with the express terms of this contract, the contract shall prevail.

ARTICLE XXVII **RECORDS AND FORMS**

Section 1 – Attendance Records

The Employer shall maintain accurate, daily attendance records. An employee shall have the right to review his/her time and pay records on file with the Employer upon reasonable request.

Section 2 – Notification of Absence

An employee shall provide advance notice of absence from work unless prevented from doing so by emergency situations. Absence of an employee for three (3) consecutive work days without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge. The above provision shall not apply so long as the employee then notifies as soon as it is physically possible.

Section 3 – Records

All public records of the Employer shall be available for inspection upon written request by the Union, subject to Freedom of Information Act.

Section 4 – Undated Forms

No supervisor or other person in a position of authority shall demand or request an employee to sign an undated resignation or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee to immediately appeal to the County through the grievance procedure.

Section 5 – Incomplete Forms

All information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position or condition of employment. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee's signature is affixed.

ARTICE XXVIII **ENTIRE AGREEMENT/SAVINGS CLAUSE**

Section 1 – Entire Agreement/Waiver

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either part unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- (1) Any subject matter or matter specifically referred to or covered in this Agreement; and
- (2) Subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

Section 2 – Savings Clause

If any Article of Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article of Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIX
TERM OF THE AGREEMENT

This Agreement shall be effective as of the 1st day of December 2024, and shall remain in full force and effect until the 30th day of November 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one-hundred and eighty-days (180) days prior to the expiration date that it desires to modify or terminate this Agreement. In the event that such notice is given, the parties agree to commence negotiations no later than June 15, 2024. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall remain in full force and be effective after the expiration date while negotiations are continuing and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either part desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of _____, _____, in Pekin, Illinois, executing eight duplicate original copies.

FOR THE UNION:

BY:

Gregory A. Wheat

Bargaining Unit Representative

Joel J. Martin

Bargaining Unit Representative

Shirley Gardner

Mark R. Chis

COUNTY OF TAZEWELL

BY:

DA
County Board Chairman

ATTEST:

M. J. Allen
County Clerk

William C. Fulkner
Auditor

Charles R. Hanger
Coroner

Robert J. Lee
Sheriff

David 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 Executive Committee recommends to the County Board to approve the proposal of the County Clerk to approve changes proposed by his office to the precinct boundaries in the following townships; and

WHEREAS, the townships are Cincinnati, Pekin, Morton, Groveland, Delavan, Elm Grove, Washington, and Sand Prairie; and

WHEREAS, these changes have come about due to the population changes in these townships and the recommended population requirement per precinct; and

WHEREAS, the attached maps and descriptions show the proposed precinct lines for each of the respective townships.

THEREFORE BE IT RESOLVED that the County Board approve the recommended changes of precinct boundaries.

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 Supervisors of all affected townships of this action.

PASSED THIS 25th DAY OF JUNE, 2025.

ATTEST:



Tazewell County Clerk

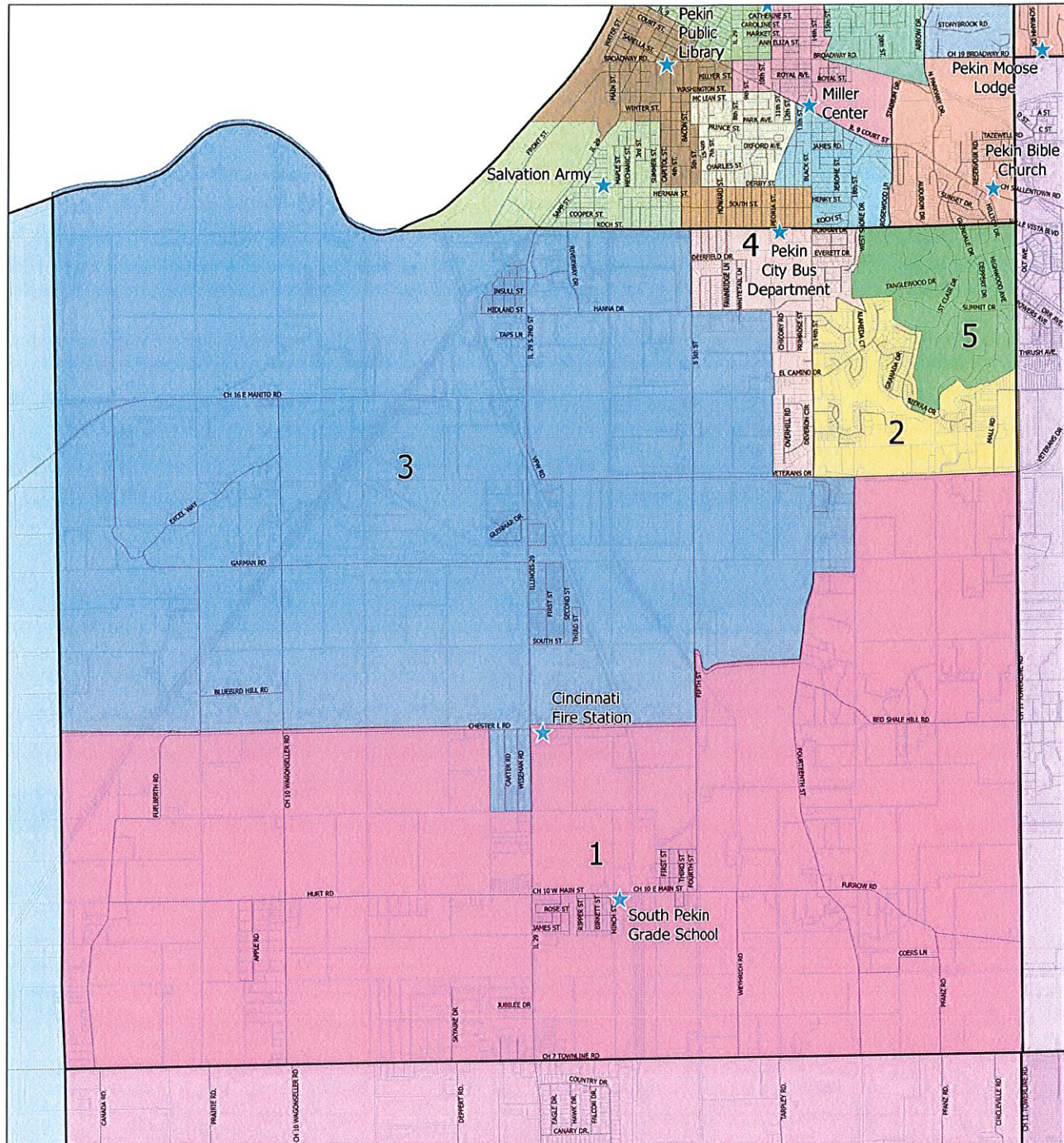


Tazewell County Board Chairman

Proposed Precinct Maps



Cincinnati Precincts



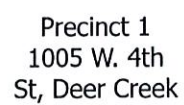
Precinct 1
206 W. Main
St, South Pekin

Precinct 3
14065 Chester
L Rd, Pekin

Precinct 5
2405 Court
St, Pekin

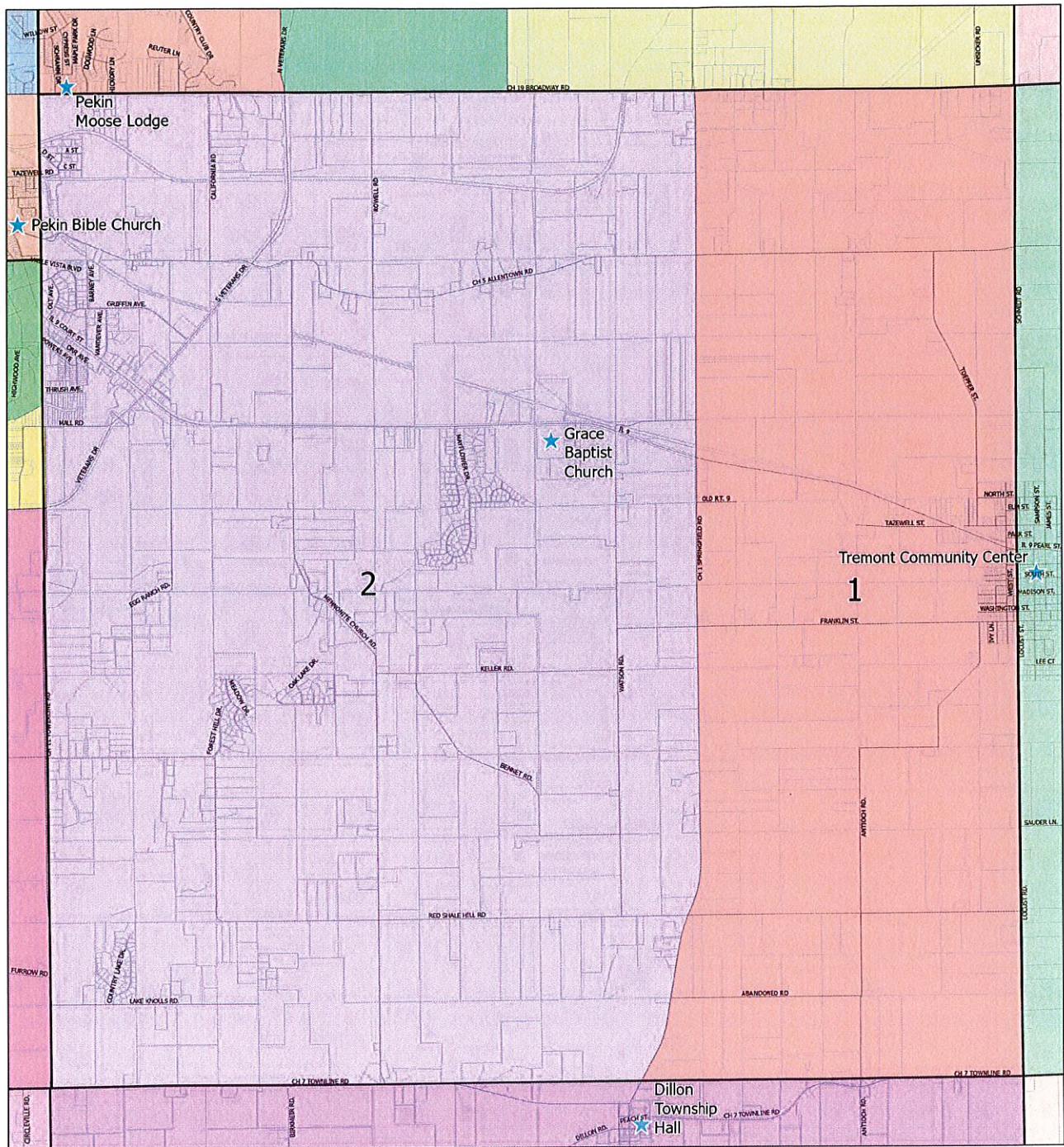
Precinct 2
2405 Court
St, Pekin

Precinct 4
1130 Koch
St, Pekin





Elm Grove Precincts

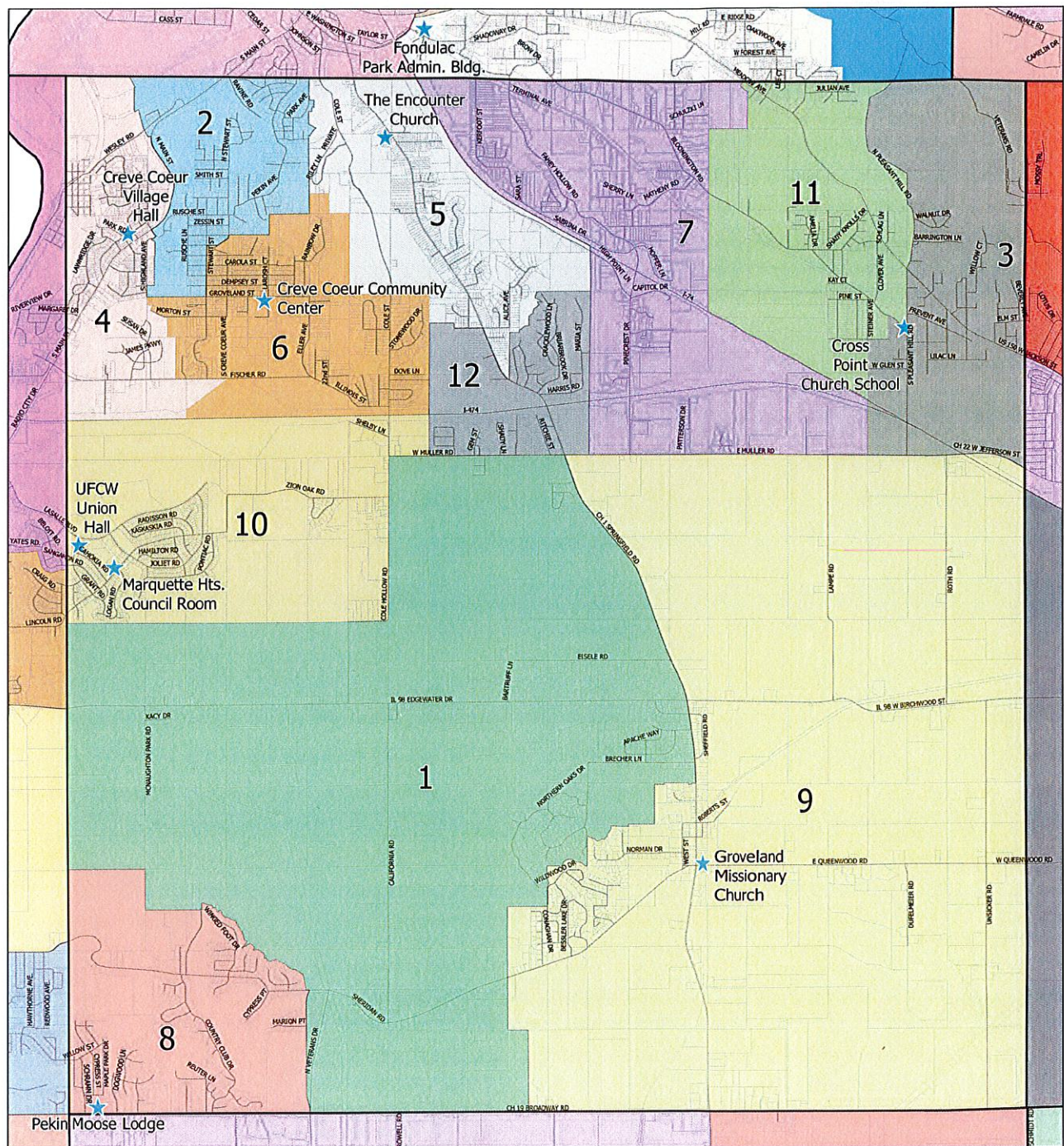


Precinct 1
216 S. Sampson
St, Tremont

Precinct 2
20231 Il State
Rt 9, Pekin



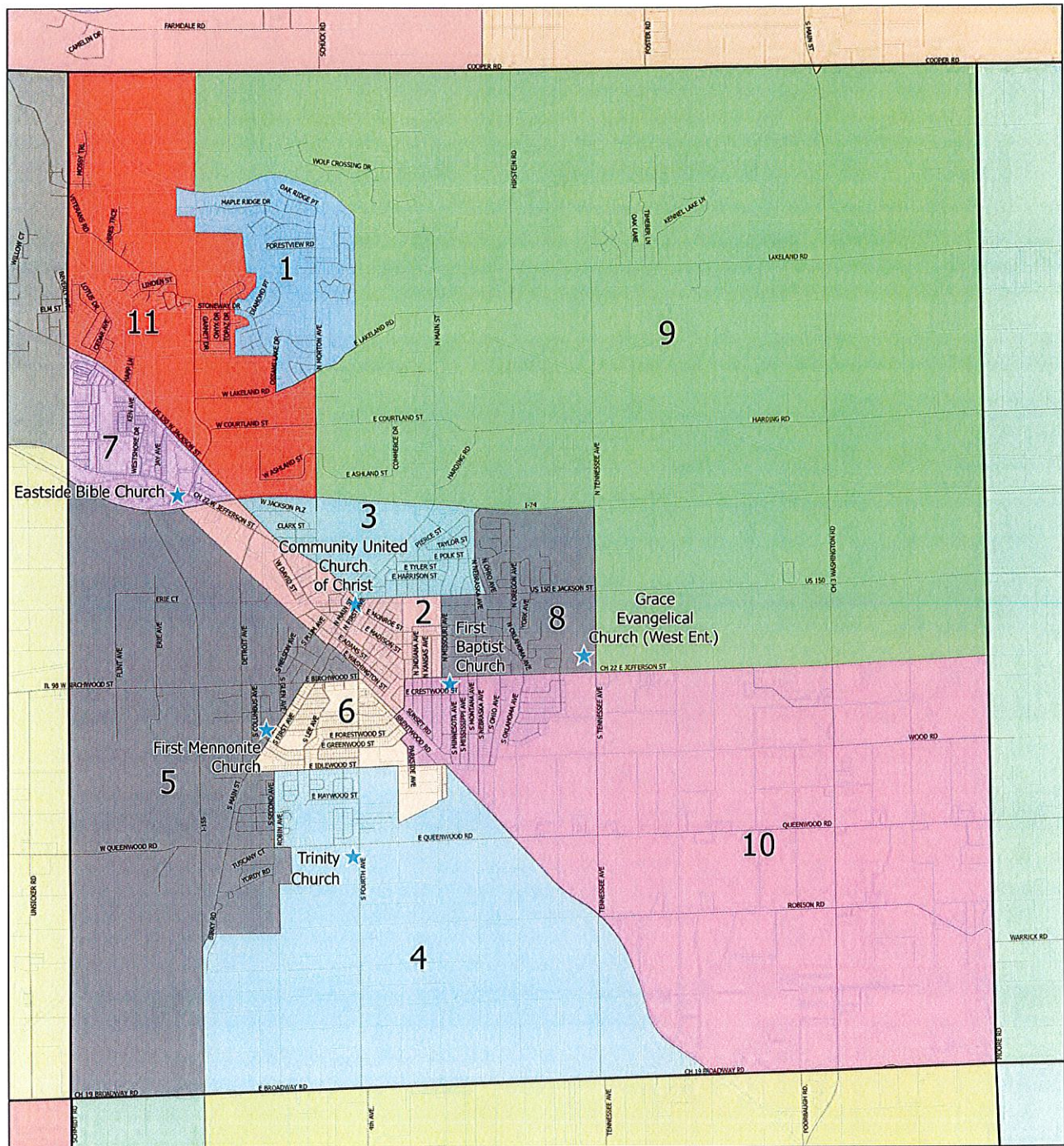
Groveland Precincts



Precinct 1 5043 Queenwood Rd, Groveland	Precinct 3 304 S. Pleasant Hill Dr, East Peoria	Precinct 5 800 Springfield Rd, East Peoria	Precinct 7 304 S. Pleasant Hill Dr, East Peoria	Precinct 9 5043 Queenwood Rd, Groveland	Precinct 11 304 S. Pleasant Rd, East Peoria
Precinct 2 586 Groveland Ave, Creve Coeur	Precinct 4 103 N. Thorncrest Ave, Creve Coeur	Precinct 6 586 Groveland Ave, Creve Coeur	Precinct 8 2605 Broadway St, Pekin	Precinct 10 715 Lincoln, Marquette Heights	Precinct 12 800 Springfield Rd, East Peoria



Morton Precincts



Precinct 1
1310 W. Jefferson
St, Morton

Precinct 3
300 N. Main
St, Morton

Precinct 5
250 S. Baltimore
Ave, Morton

Precinct 7
1310 W. Jefferson
St, Morton

Precinct 9
1325 E. Jefferson
St, Morton

Precinct 11
1310 W.
Jefferson
St, Morton

Precinct 2
900 E. Jefferson
St, Morton

Precinct 4
1901 S. 4th
Ave, Morton

Precinct 6
250 S. Baltimore
Ave, Morton

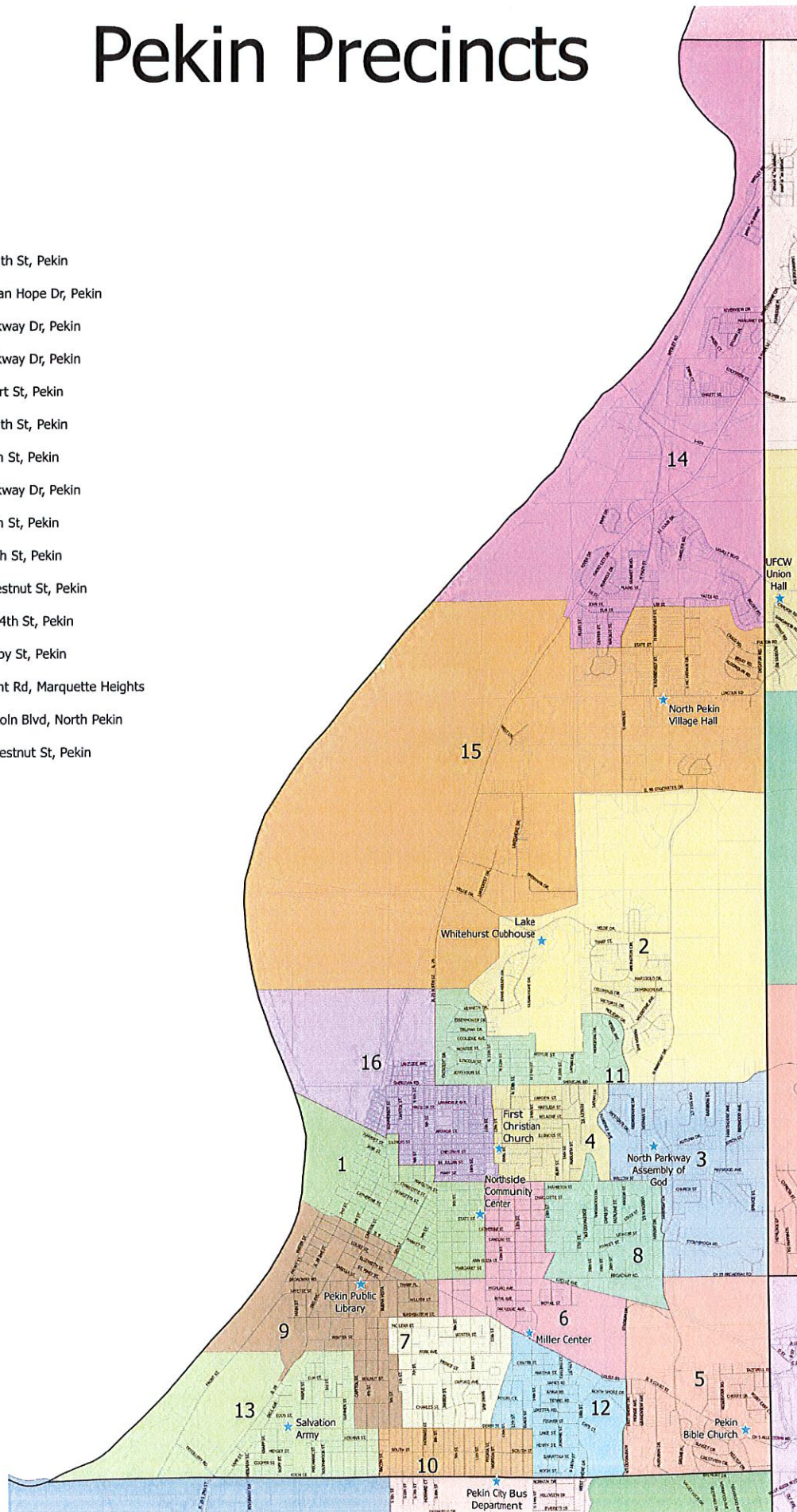
Precinct 8
1325 E. Jefferson
St, Morton

Precinct 10
900 E. Jefferson
St, Morton

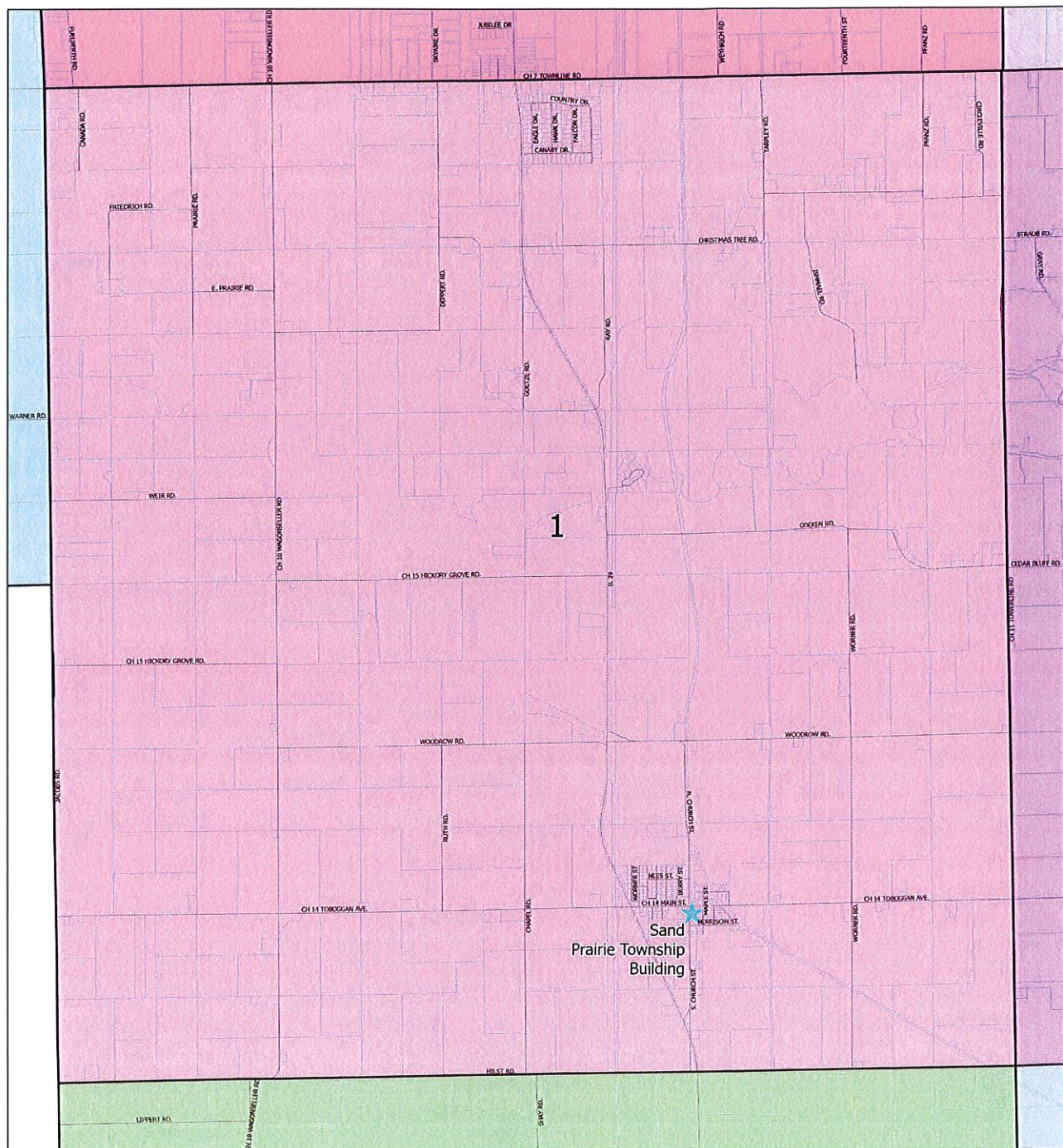


Pekin Precincts

- Precinct 1 715 N. 11th St, Pekin
- Precinct 2 2120 Susan Hope Dr, Pekin
- Precinct 3 1209 Parkway Dr, Pekin
- Precinct 4 1209 Parkway Dr, Pekin
- Precinct 5 2405 Court St, Pekin
- Precinct 6 715 N. 11th St, Pekin
- Precinct 7 301 S. 4th St, Pekin
- Precinct 8 1209 Parkway Dr, Pekin
- Precinct 9 301 S. 4th St, Pekin
- Precinct 10 301 S. 4th St, Pekin
- Precinct 11 1201 Chestnut St, Pekin
- Precinct 12 551 S. 14th St, Pekin
- Precinct 13 243 Derby St, Pekin
- Precinct 14 101 Grant Rd, Marquette Heights
- Precinct 15 206 Lincoln Blvd, North Pekin
- Precinct 16 1201 Chestnut St, Pekin



Sand Prairie Precincts

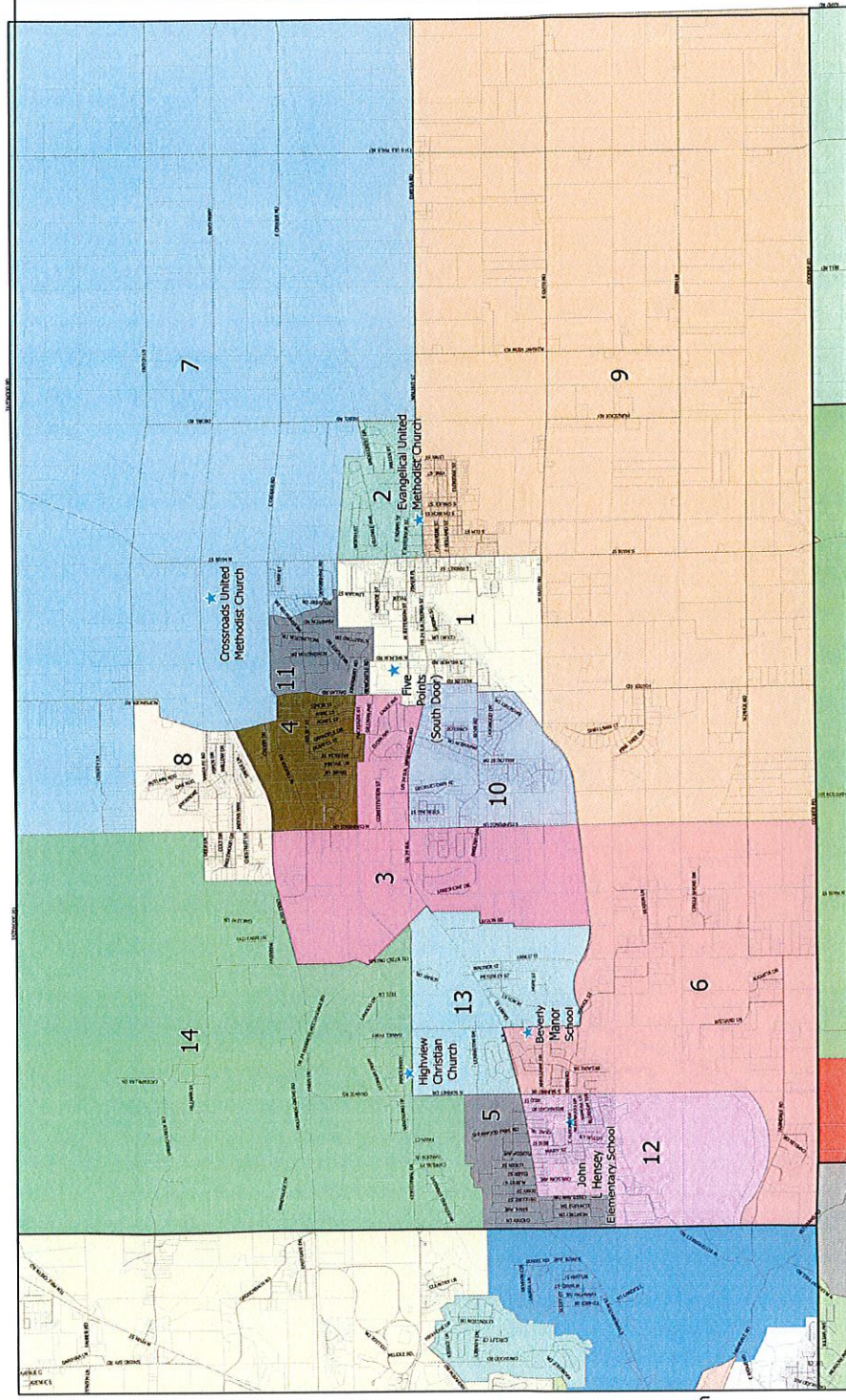


Precinct 1
102 S. Church
St, Green Valley



Washington Precincts

- Precinct 1 360 N. Wilmer Rd, Washington
- Precinct 2 401 Walnut St, Washington
- Precinct 3 360 N. Wilmer Rd, Washington
- Precinct 4 360 N. Wilmer Rd, Washington
- Precinct 5 304 E. Almond Dr, Washington
- Precinct 6 1014 School St, Washington
- Precinct 7 1420 N. Main St, Washington
- Precinct 8 1420 N. Main St, Washington
- Precinct 9 401 Walnut St, Washington
- Precinct 10 360 N. Wilmer Rd, Washington
- Precinct 11 360 N. Wilmer Rd, Washington
- Precinct 12 304 E. Almond Dr, Washington
- Precinct 13 1014 School St, Washington
- Precinct 14 403 James Parkway, Washington

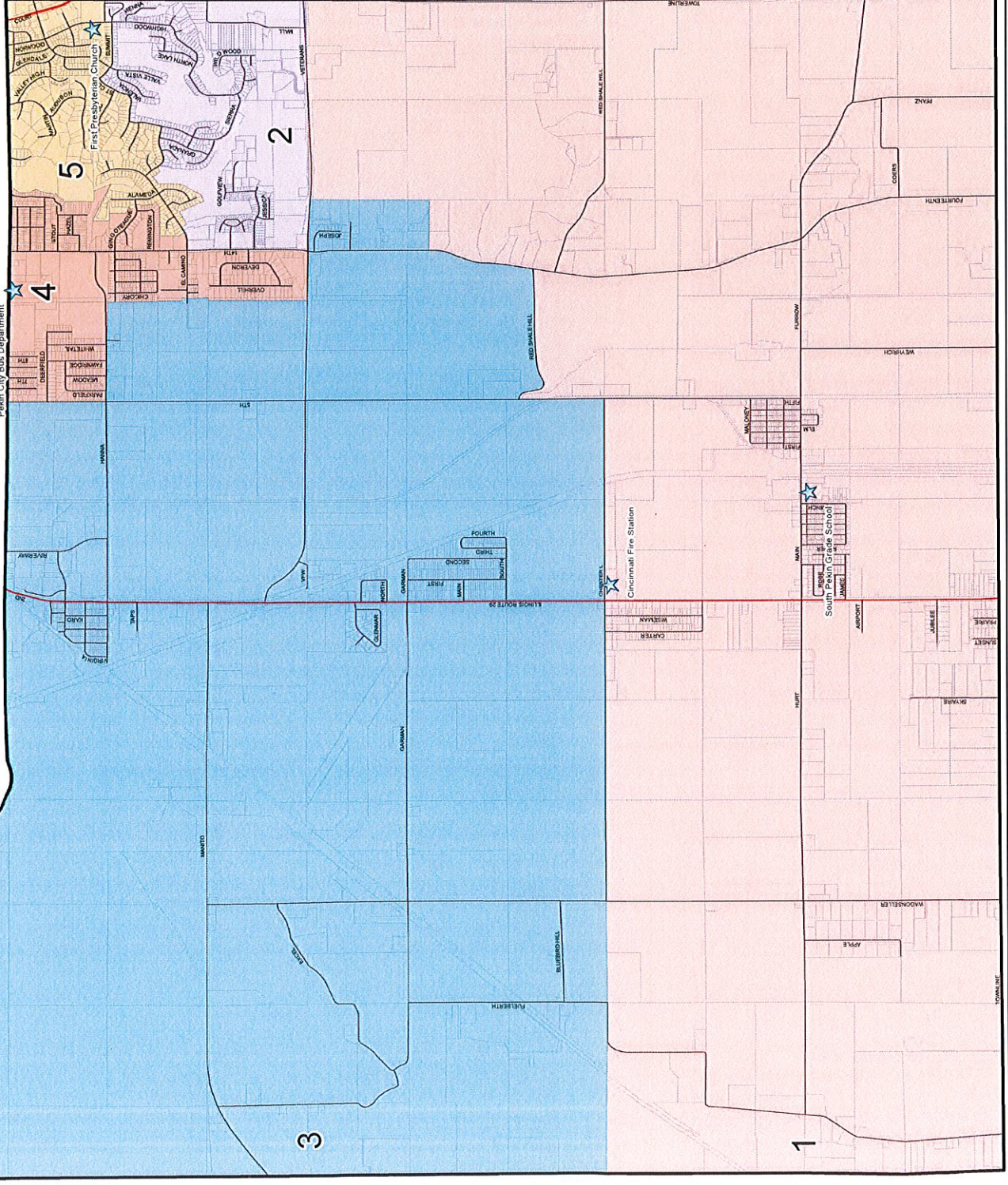


Current Precinct Maps

CINCINNATI PRECINCTS

Township 24-North Range 5-West

Pekin City Bus Department



Precinct 1

South Pekin Grade School
206 Main Street, South Pekin

Precinct 2

First Presbyterian Church
1717 Highwood, Pekin

Precinct 3

Cincinnati Fire House
14065 Chester L Rd., Pekin

Precinct 4

Pekin City Bus Dept
1130 Koch St., Pekin

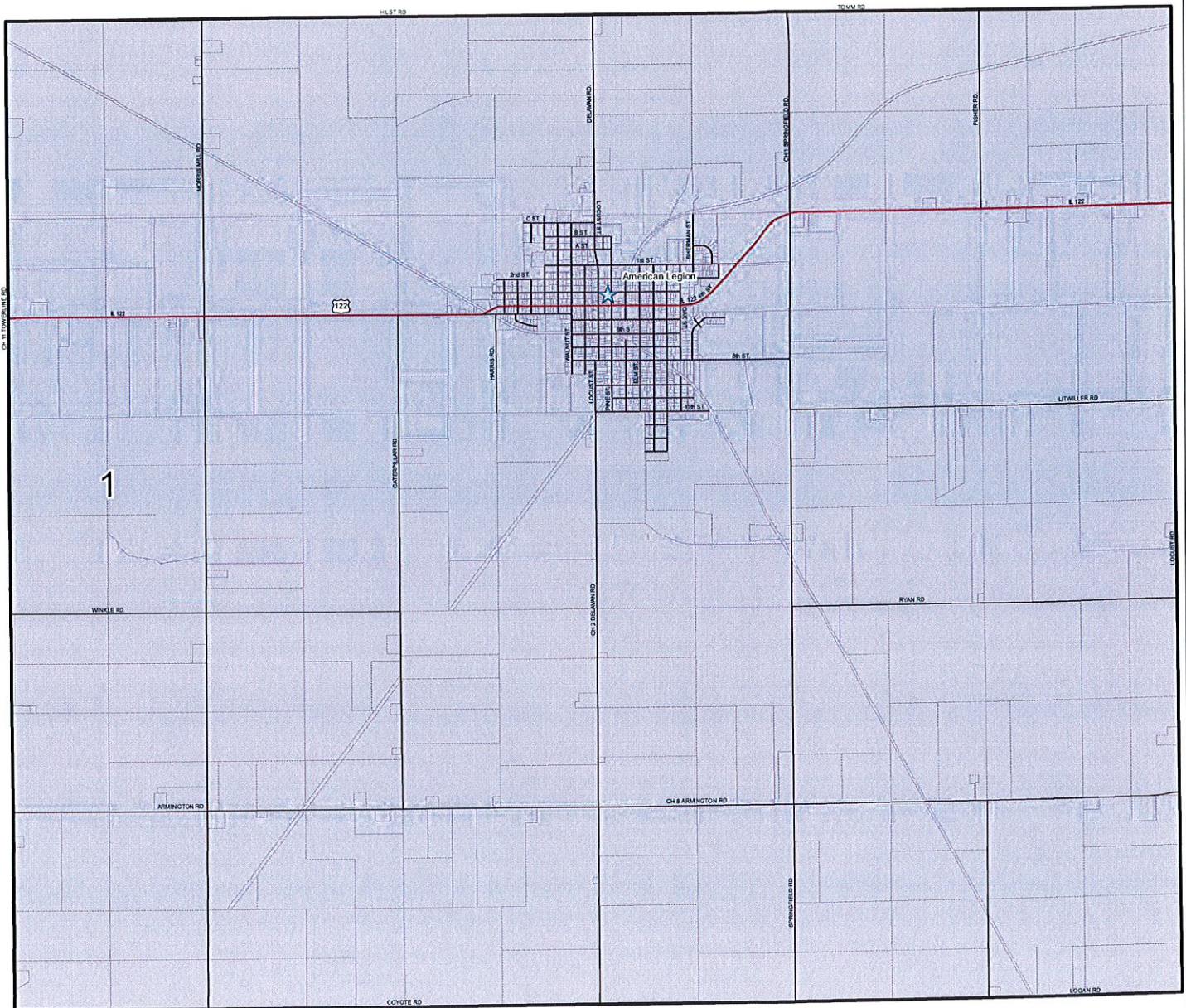
Precinct 5

First Presbyterian Church
1717 Highwood, Pekin



DELANAN PRECINCTS

Township 22-North Range 4-West

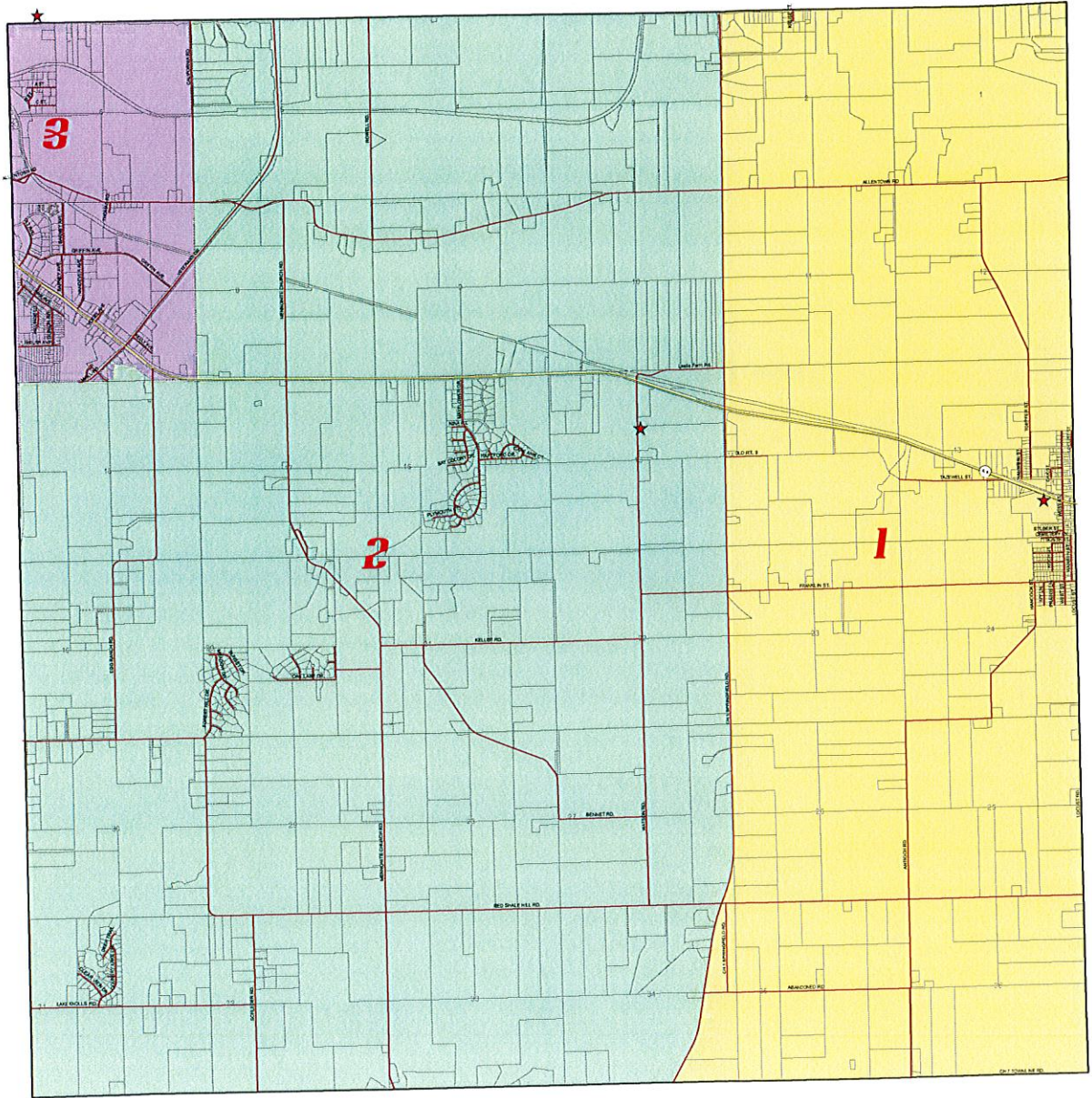


Precinct 1

American Legion
118 E 3rd St., Delavan

ELM GROVE PRECINCTS

Township 24-North Range 4-West



★ Elm Grove Polling Locations



Precinct 1

Tremont High School
400 W. Pearl St., Tremont

Precinct 2

Elm Grove Township Building
14490 Watson Rd., Pekin

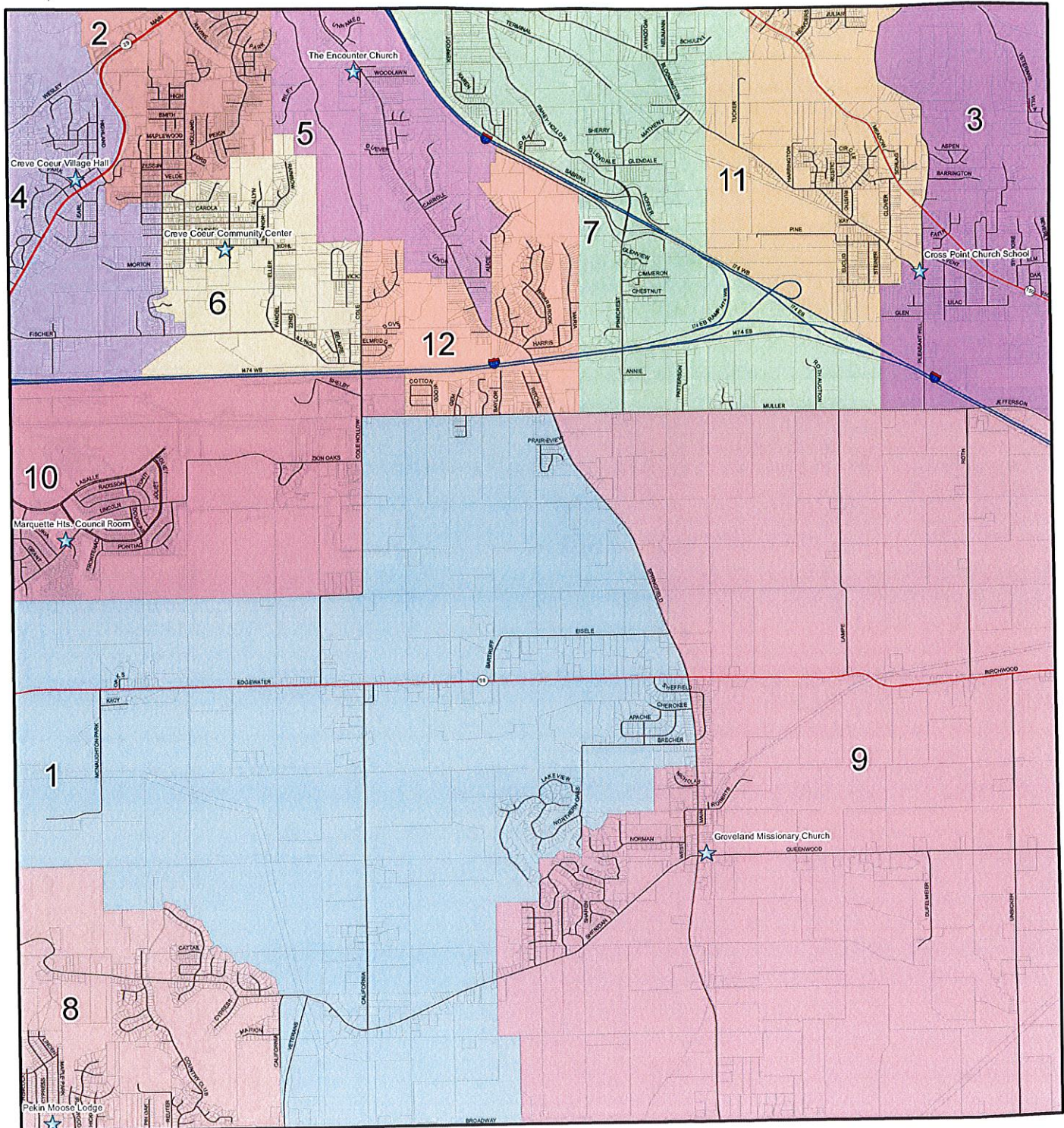
Precinct 3

Pekin Moose Lodge
2605 Broadway St., Pekin



GROVELAND PRECINCTS

Township 25 - North Range 4 - West



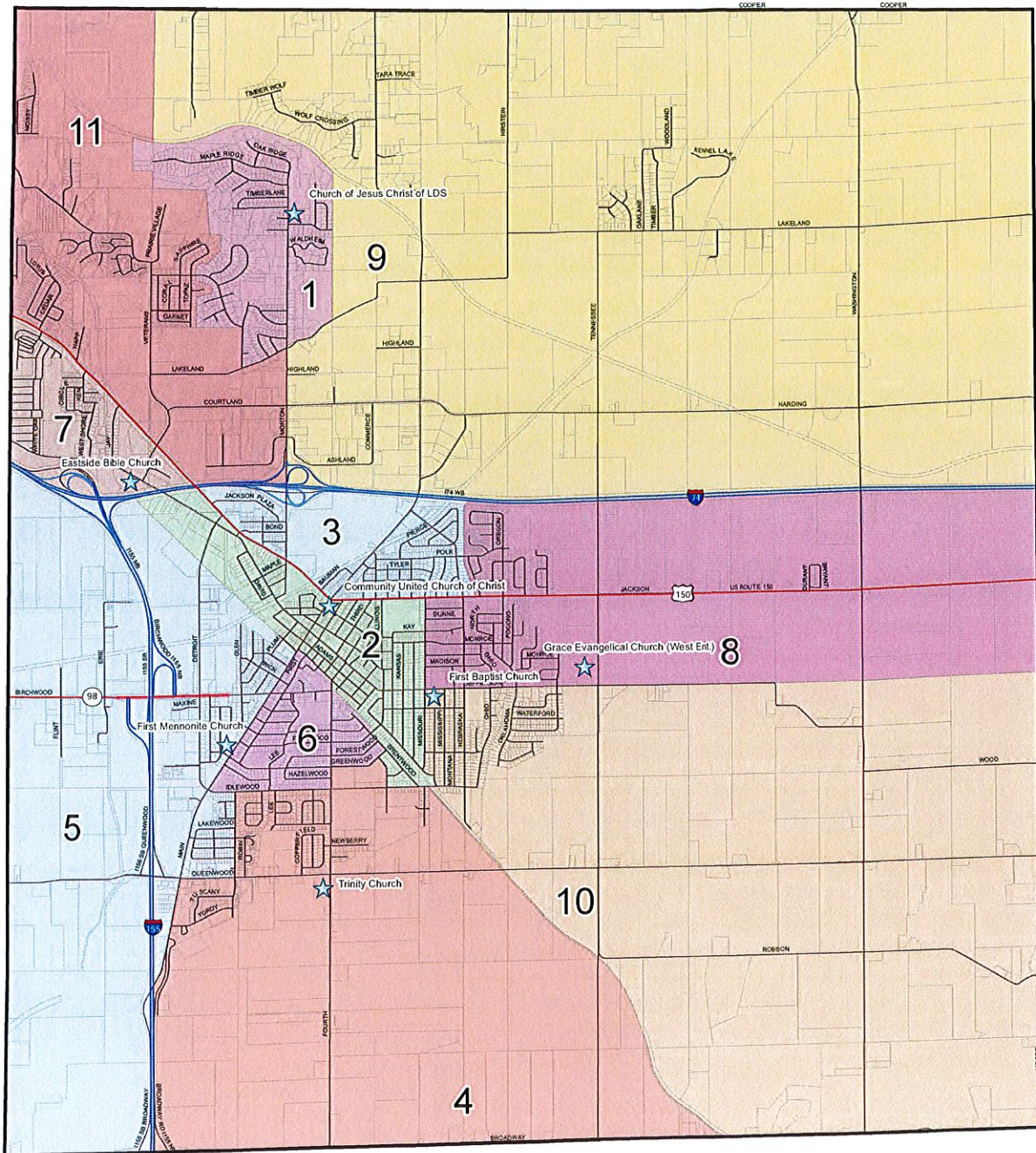
Precinct 1	Groveland Missionary Church 5043 Queenwood Rd., Groveland	Precinct 5	The Encounter Church 800 Springfield Rd., E Peoria	Precinct 9	Groveland Missionary Church 5043 Queenwood Rd., Groveland
Precinct 2	Creve Coeur Village Hall 103 N Thorncrest, Creve Coeur	Precinct 6	Creve Coeur Community Ctr 586 Groveland St., Creve Coeur	Precinct 10	Marquette Heights Council Room 715 Lincoln, Marquette Heights
Precinct 3	Cross Point Church School 304 S Pleasant hill Rd., E Peoria	Precinct 7	Cross Point Church School 304 S Pleasant Hill Rd., E Peoria	Precinct 11	Cross Point Church School 304 S Pleasant Hill Rd., E Peoria
Precinct 4	Creve Coeur Village Hall 103 N Thorncrest, Creve Coeur	Precinct 8	Pekin Moose Lodge 2605 Broadway St., Pekin	Precinct 12	The Encounter Church 800 Springfield Rd., E Peoria

Source: Tazewell County Clerk 2021



MORTON PRECINCTS

Township 25-North Range 3-West



Precinct 1 Church of Jesus Christ LDS
2530 N Morton Ave., Morton

Precinct 2 First Baptist Church
900 E Jefferson St., Morton

Precinct 3 Community United Church of Christ
300 N Main St., Morton

Precinct 4 Trinity Church
1901 S 4th Ave., Morton

Precinct 5 First Mennonite Church
250 S Baltimore, Morton

Precinct 6 First Mennonite Church
250 S Baltimore, Morton

Precinct 7 Eastside Bible Church
1310 W Jefferson, Morton

Precinct 8 Grace Evangelical Church
1325 E Jefferson (West Door), Morton

Precinct 9 Grace Evangelical Church
1325 E Jefferson (West Door), Morton

Precinct 10 First Baptist Church
900 E Jefferson St., Morton

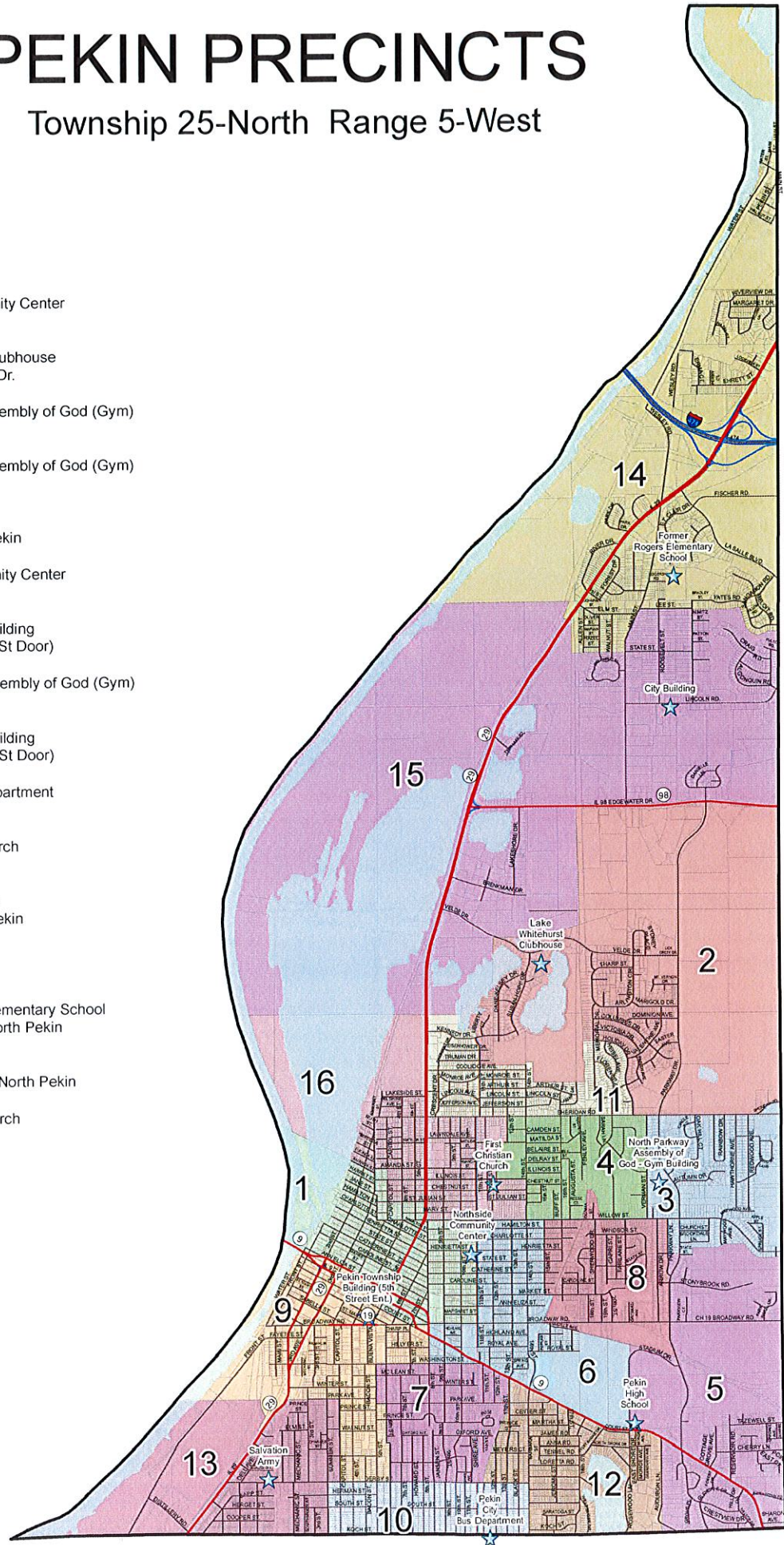
Precinct 11 Eastside Bible Church
1310 W Jefferson, Morton



PEKIN PRECINCTS

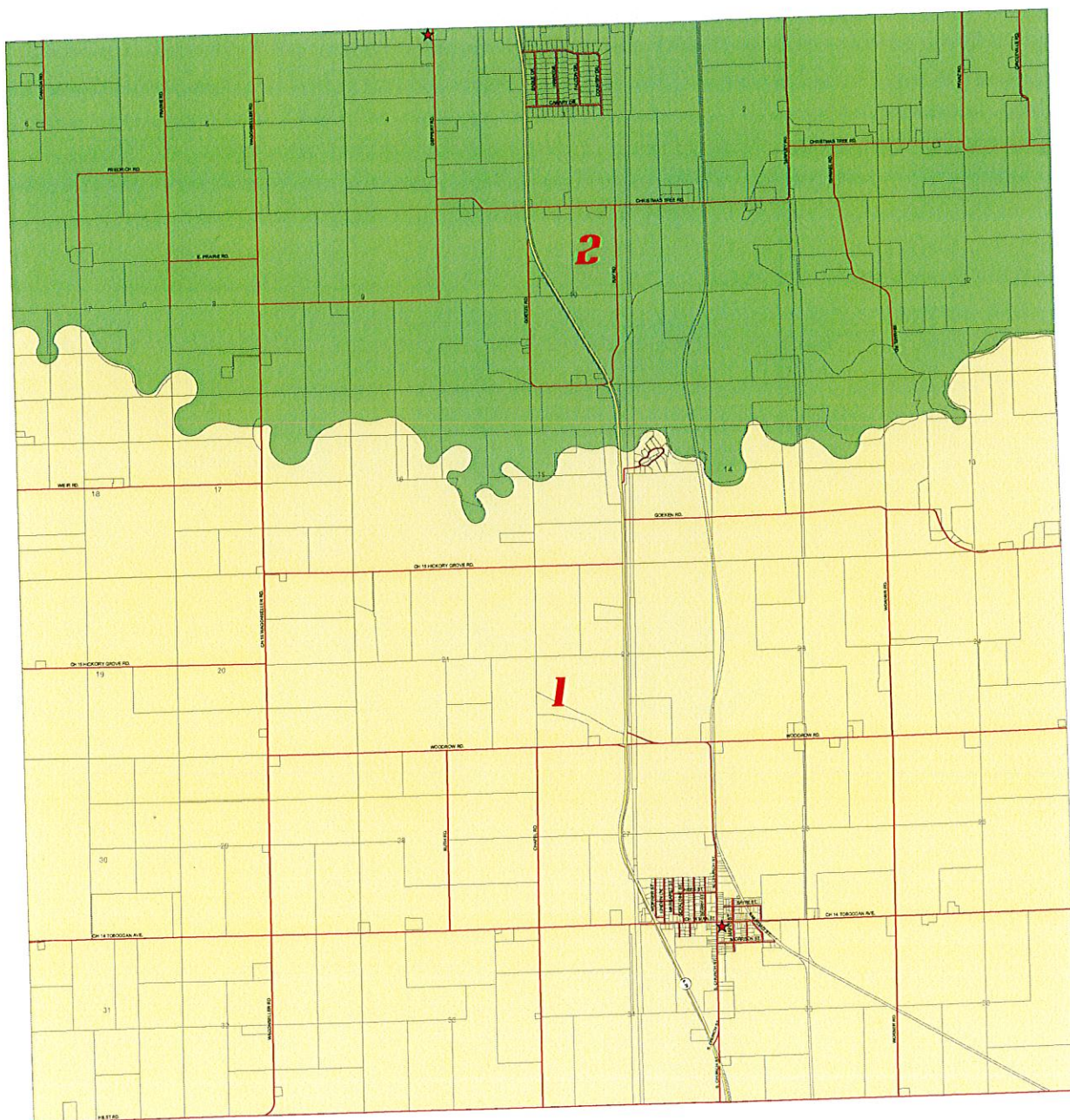
Township 25-North Range 5-West

- Precinct 1 Northside Community Center
715 N 11th St.
- Precinct 2 Lake Whitehurst Clubhouse
2120 Susan-Hope Dr.
- Precinct 3 North Parkway Assembly of God (Gym)
1209 Parkway
- Precinct 4 North Parkway Assembly of God (Gym)
1209 Parkway
- Precinct 5 Pekin High School
320 Stadium Dr, Pekin
- Precinct 6 Northside Community Center
715 N 11th St.
- Precinct 7 Pekin Township Building
420 Elizabeth (5th St Door)
- Precinct 8 North Parkway Assembly of God (Gym)
1209 Parkway
- Precinct 9 Pekin Township Building
420 Elizabeth (5th St Door)
- Precinct 10 Pekin City Bus Department
1130 Koch St.
- Precinct 11 First Christian Church
1201 Chestnut St.
- Precinct 12 Pekin High School
320 Stadium Dr, Pekin
- Precinct 13 Salvation Army
243 Derby
- Precinct 14 Former Rogers Elementary School
109 Rogers Rd, North Pekin
- Precinct 15 City Building
206 Lincoln Blvd., North Pekin
- Precinct 16 First Christian Church
1201 Chestnut St.



SAND PRAIRIE PRECINCTS

Township 23-North Range 5-West



★ Sand Prairie Polling Locations



Precinct 1

Sand Prairie Town Hall
102 S Church St., Green Valley

Precinct 2

St. John's Lutheran Church
13443 Townline Rd., Green Valley

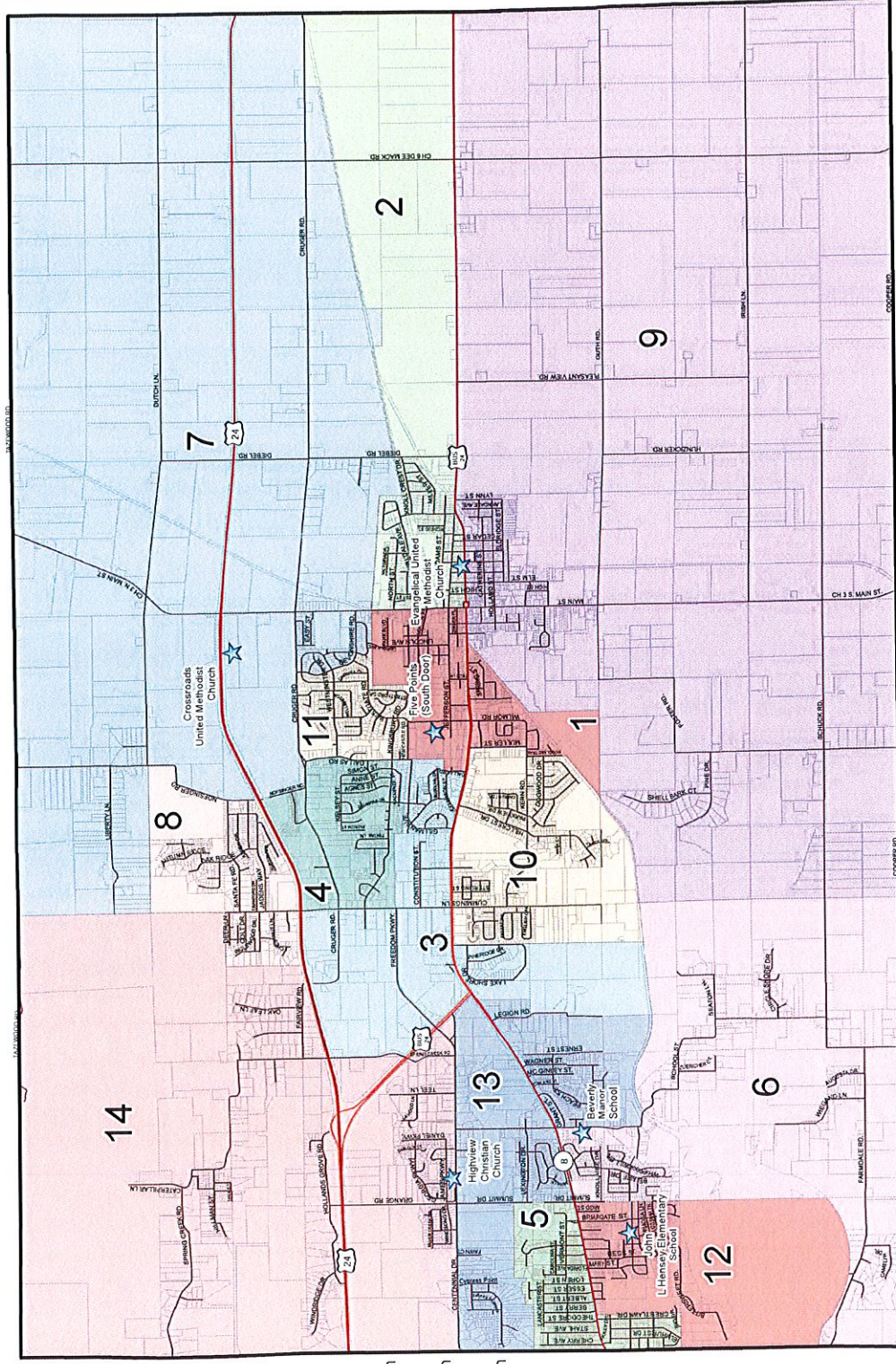
Source: Tazewell County Clerk 2013



WASHINGTON PRECINCTS

Township 26-North Range 3-West

- Precinct 1 Five Points (South Door)
360 N Wilmor Rd.
- Precinct 2 Evangelical United Methodist Church
401 Walnut St.
- Precinct 3 Five Points (South Door)
360 N Wilmor Rd.
- Precinct 4 Five Points (South Door)
360 N Wilmor Rd.
- Precinct 5 John L Hensley Elementary School
304 N Almond Dr
- Precinct 6 Beverly Manor School
1014 School St.
- Precinct 7 Crossroads United Methodist Church
1420 N Main St.
- Precinct 8 Crossroads United Methodist Church
1420 N Main St.
- Precinct 9 Evangelical United Methodist Church
401 Walnut St.
- Precinct 10 Five Points (South Door)
360 N Wilmor Rd.
- Precinct 11 Five Points (South Door)
360 N Wilmor Rd.
- Precinct 12 John L Hensley Elementary School
304 N Almond Dr
- Precinct 13 Beverly Manor School
1014 School St.
- Precinct 14 Highview Christian Church
403 James Pkwy



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, the County Clerk is proposing the following changes:

- A) move Delavan to Township Building, 1005 W. 4th Street, Delavan;
- B) move Sand Prairie to Township Building, 102 S. Church Street, Green Valley;
- C) move Morton 1 to Eastside Bible Church, 1310 W. Jefferson Street, Morton;
- D) move Groveland 2 to Creve Coeur Community Center, 586 Groveland Avenue, Creve Coeur; and
- E) move Pekin 5 to Pekin Bible Church, 2405 Court Street, 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 25TH DAY OF JUNE, 2025.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

Polling Location Moves

<u>Township</u>	<u>Current</u>	<u>New Location</u>
Delavan	American Legion 118 E 3 rd Street, Delavan	Township Building 1005 W 4 th Street, Delavan
Sand Prairie	Midwest Central Middle School 121 N Church St., Green Valley	Township Building 102S. Church St., Green Valley
Morton 1	Church of the LDS 2530 N Morton Ave., Morton	Eastside Bible Church 1310 W Jefferson St., Morton
Groveland 2	Creve Coeur Village Hall 103 N. Thorncrest Ave., Crv Coeur	Creve Coeur Comm. Center 586 Groveland Ave., Crv Coeur
Pekin 5	Miller Center 551 S 14 th Street, Pekin	Pekin Bible Church 2405 Court St., Pekin

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 Tazewell County Board has been requested to deem the purchase of updated voter registration technology as not conducive to bidding as it is a sole source purchase. The upgraded voter registration technology must come from the County's current technology provider, Liberty Systems, for compatibility purposes; and

WHEREAS, the emergency need is the ability of the County to receive grant funds to cover a portion or whole cost of this purchase; and

WHEREAS, the County Clerk's Office became aware of the opportunity to receive additional IVRS (Illinois Voter Registration System) grant funds days before the June 20, 2025 deadline to submit the required proof of expenditure to claim these grant funds. The IVRS grant funds are awarded only after the expenditure has been made resulting in the need to make the purchase prior to June 20, 2025; and

WHEREAS, this does not leave adequate time to request the exemption from the formal bidding requirement from the Board prior to June 20, 2025; 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 25th DAY OF JUNE, 2025.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Tazewell County Board



Brett Grimm, Chairman of the Board
Mike Deluhery, County Administrator

June 18, 2025

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 authorize the County Clerk to proceed with the purchase of updated voter registration technology including electronic pollbooks and required printer as well as the costs of data conversion, installation, and user training on the upgraded system.

The emergency need is the ability of the County to receive grant funds to cover a portion or even the entire cost of this upgrade. The County Clerk's Office became aware of the opportunity to receive additional IVRS (Illinois Voter Registration System) grant funds late last week with only days left to submit the required proof of expenditure to claim these funds prior to the June 20, 2025 deadline. The IVRS grant funds are awarded after the expenditure has been made resulting in the need to make the purchase prior to June 20. This does not leave adequate time to get the request for an exemption from the formal bidding requirement to the Board. This purchase is deemed not conducive to bidding as the provider of the upgraded voter registration technology must come from our current technology provider, Liberty Systems, for compatibility purposes. This is a sole source purchase – only one vendor can provide the required upgrade.

Per the requirement in § 33.13, the Board will consider a resolution approving this action at the June 25, 2025 meeting.

Please contact me if you have any questions.

Sincerely,

Brett Grimm
County Board Chairman

copy to: County Board Members
Bill Funkhouser, Auditor
Mike Deluhery, County Administrator

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jim Brecher of 2217 Autumn Drive, Pekin, IL 61554 to the Sheriff's Merit Commission for a term commencing June 01, 2025 and expiring May 31, 2028.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Jim Brecher to the Sheriff's Merit Commission and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Jim Brecher to the Sheriff's Merit Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Sheriff Jeffrey Lower of this action.

PASSED THIS 25th DAY OF JUNE, 2025.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman