PEORIA COUNTY BOARD
MEETING AGENDA
Thursday, July 14, 2022
6:00 PM
County Courthouse • 324 Main Street • County Board Room 403 • Peoria, Illinois 61602
Voice: (309) 672-6056 • Fax: (309) 672-6054 • TDD: (309) 672-6073
www.peoriacounty.gov

CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK

I. APPROVAL OF MINUTES
   • Approval of June 9, 2022 County Board Meeting Minutes
   • Approval of June 21, 2022 Special County Board Meeting Minutes

II. PROCLAMATIONS & PRESENTATIONS
   • A proclamation recognizing Illinois Valley Central High School junior David Russell for his first place finish in the IHSA Class 2A discus state championship.

III. CITIZENS' REMARKS
   • Individuals wishing to give public comment are asked to fill out a form upon arrival at the board meeting. Five minutes is allocated per person wishing to speak, with a maximum allotted time of 30 minutes. Members of the public should observe social distancing as they are able.
   • Peoria County Board meetings are livestreamed and may be watched remotely. Comments on these platforms will not be added to the record.
     • Facebook: https://www.facebook.com/peoriacountygov
     • YouTube: https://www.youtube.com/channel/UC-qaAdj6tz1xq3odzE0MIQ

IV. CONSENT AGENDA (including reports to be filed)
C1. The Treasurer report consisting of the Bank and CD’s Portfolio for the month of May 2022 and Revenue & Expenditure Reports for the month of April 2022.

C2. The Auditor’s report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.

C3. A resolution from your Finance, Audit, and Legislative Committee recommending approval of a contractual agreement with Matt Werner Consulting for professional services to resolve outstanding Medicaid balances related to Heddington Oaks, in an amount not to exceed $42,000.00.
C4. A resolution from your Public Safety and Justice Committee recommending approval of an Intergovernmental Agreement between Peoria County, Peoria County Sheriff, and the Metropolitan Airport Authority of Peoria for dedicated police services, effective March 1, 2022 through February 28, 2027.

C5. A resolution from your Public Safety and Justice Committee recommending approval of an Intergovernmental Agreement between Peoria County, Peoria County Sheriff, and Dunlap Unit School District 323 for on-site police services, effective August 15, 2022 through May 23, 2025.

C6. A resolution from your Public Safety and Justice Committee recommending approval of a Sponsored Research Agreement with Illinois State University for the professional evaluation of the Peoria County Problem-Solving Courts, in an amount not to exceed $28,145.00.

C7. A resolution from your Land Use Committee recommending approval of the most responsible low bid of Jimax Group, Peoria, IL, for the demolition of six (6) unsafe structures located in unincorporated Peoria County, in an amount of $77,093.53.

C8. A resolution from your Land Use Committee recommending approval of amendments to Chapter 12, Building and Property Maintenance Code, Appendix A, Building Permit Fee Schedule, of the Peoria County Code.

C9. A resolution from your County Operations Committee recommending approval of the most responsive bid of Janus Associates, Stamford, CT, to perform an IT Security Risk Assessment of Peoria County’s IT Infrastructure, in an amount not to exceed $71,123.00.

C10. A resolution from your Infrastructure Committee recommending approval of a contract with Dewberry, Peoria, IL, for architecture and engineering services for renovation to the IT Services and Public Defenders Departments at the Peoria County Courthouse.

C11. A resolution from your Infrastructure Committee recommending approval of the lowest responsible bid of R.A. Cullinan, a Division of UCM, Tremont, IL, for the resurfacing of Cedar Hills Drive, in the amount of $987,412.78.

C12. A resolution from your Infrastructure Committee recommending approval of a Construction Engineering Agreement with Hermann & Associates, LLC, Peoria Heights, IL, for the resurfacing of Cedar Hills Drive, at a cost not to exceed $41,665.00.

C13. A resolution from your Infrastructure Committee recommending approval of a supplemental appropriation in the amount of $1,300,000.00 from the County Motor Fuel Tax Fund for the reconstruction of Glen Avenue.

C14. A resolution from your Infrastructure Committee recommending approval of an amendment to the Local Agency Agreement with the State of Illinois, transferring funding from construction into construction engineering for the bridge replacement project on Brimfield Jubilee Road.
C15. A resolution from your Infrastructure Committee recommending approval of the FY2023 Peoria-Pekin Urbanized Area Transportation Study (PPUATS) Annual Agreement and Motor Fuel Tax Appropriation.

C16. A resolution from your Infrastructure Committee recommending approval of an Intergovernmental Agreement with the City of Peoria for the City of Peoria to perform pavement marking installations and traffic signal maintenance for the County of Peoria.

C17. Chairman Appointments

V. ZONING ORDINANCE AND RESOLUTIONS
   1. Appointment of Christopher M. Watkins as Peoria County Sheriff.

   2. A resolution from your Public Safety and Justice Committee recommending approval of the SFY2023 Adult Redeploy Grant Agreement with the Illinois Criminal Justice Information Authority in the amount of $282,574.00.

   3. A resolution from your County Administrator and Chairman of County Operations Committee recommending approval to settle Worker’s Compensation Case Number 010015-006111-WC-01 in an amount not to exceed $79,758.00. (Poll Vote per Rules of Order, Article V, Section 18C)

   4. A resolution from your County Health Committee recommending approval of a Project Labor Agreement for the construction of a new Health and Human Services Campus. (Pending Committee Approval)

   5. An Amended Ordinance from your Finance, Audit, and Legislative Affairs Committee authorizing the issue of not to exceed $42,000,000.00 General Obligation Alternate Bonds of the County, to authorize the sale of said Bonds pursuant to a private placement and making other related changes. (Pending Committee Approval)

VI. SUSPENSION OF RULES


VI. MISCELLANEOUS AND ANNOUNCEMENTS

VII. ADJOURNMENT
CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK

Attendance was taken with the Roll Call-Pro voting system, and the following members of the Board were present: Members Blair, Bryant, Daley, Dillon, Duncan, Elsasser, Fennell, Pastucha, Rand, Reliford (Via teleconference), Reneau (Via teleconference), Rieker, Rosenbohm, Salzer, Watkins, Williams, and Windish, with Member Groves Allison absent.

I. APPROVAL OF MINUTES
   • Approval of May 12, 2022 County Board Meeting Minutes

   Member Elsasser moved for approval of the minutes and Member Duncan seconded. The minutes were approved by a unanimous roll call vote of 17 ayes.

II. PROCLAMATIONS & PRESENTATIONS
   • A presentation of the annual “Deputy of the Year” award

   Proclamation was removed.

   • A presentation of the annual “Correctional Officer of the Year” award

   Proclamation was removed.

   • A proclamation recognizing Limestone High School Senior Wilson Georges for his first-place finish in the 2022 IHSA Class 2A State 1600-Meter Run at the IHSA Boys State Track & Field Championships

   • A proclamation recognizing the Illini Bluffs High School Softball Team for winning the state championship in the 2022 IHSA Class 1A Softball State Championship

III. CITIZENS' REMARKS

   There were no citizens’ remarks.
IV. **TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING**

- Heddington Oaks Bond Ordinance

There were no public comments.

V. **CONSENT AGENDA (including reports to be filed)**

C1. The Treasurer report consisting of the Bank and CD’s Portfolio for the month of April 2022 and Revenue & Expenditure Reports for the month of March 2022.


C3. A resolution (items 1-4 conveyances; item 6 reconveyance; items 7-9 defaulted reconveyances) from the Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deeds of said property to the highest bidder, and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from June 9, 2022, and any transaction between the parties involved not occurring within this period shall be null and void.

C4. A resolution (item 1 conveyance) from the Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deeds of said property to the highest bidder, and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from June 9, 2022, and any transaction between the parties involved not occurring within this period shall be null and void.

C5. A resolution from your Executive Committee recommending approval of a 3-year License Agreement with Lifting Up, LLC and “SmartStart Dashboard” scope of work.

C6. An Ordinance from your Finance, Audit, and Legislative Affairs Committee authorizing the issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022, of the County of Peoria, Illinois, in an amount not to exceed $42,000,000.00, for the purpose of refunding certain outstanding alternate bonds of Peoria County.

C7. A resolution from your Public Safety and Justice Committee recommending approval of SFY23 Family Violence Coordinating Council Grant from the Illinois Criminal Justice Information Authority in the amount of $39,000.00 for the term of July 1, 2022 through June 30, 2023.

C8. A resolution from your Ways and Means Committee recommending approval of an Intergovernmental Agreement between the Office of the Supervisor of Assessments and Radnor Township for the provision of assessment services.

C9. A resolution from your Infrastructure Committee recommending approval to enter into a Professional Services Agreement with Hanson Professional Services, Inc. to prepare a grant application for the United States Department of Transportation’s Multimodal Project Discretionary Grants Program (MPDG) for Glasford Road, at a
cost not to exceed $30,000.00.

C10. A resolution from your Infrastructure Committee recommending approval of the sole quotation of Colorado Paint Company, LLC, Aurora, CO for pavement marking paint materials, to be purchased in Fiscal Year 2022 on an as needed basis.

C11. A resolution from your Infrastructure Committee recommending approval of the sole quotation of Galena Road Grave, Chillicothe, IL, for CA10 Aggregate to be used for Hallock Township road reconstruction, to be purchased dependent upon need and availability.

C12. A resolution from your Infrastructure Committee recommending approval of an Intergovernmental Grant Agreement between the County of Peoria and the Illinois Environmental Protection Agency for erosion mitigation funding along Dry Run Creek in West Peoria.

C13. A resolution from your Infrastructure Committee recommending approval of an Engineering Services Agreement with Mohr & Kerr and Christopher B. Burke Engineering, Ltd. to provide engineering and surveying services for an erosion mitigation project along Dry Run Creek in West Peoria.

C14. Chairman Appointments.

Member Rosenbohm moved to approve the Consent Agenda and Member Daley seconded. Member Rieker asked to pull Item C5. The Consent Agenda, except for Item C5, was approved by a unanimous roll call vote of 17 ayes.

C5. A resolution from your Executive Committee recommending approval of a 3-year License Agreement with Lifting Up, LLC and “SmartStart Dashboard” scope of work.

Member Blair moved to approve Item C5 and Member Rieker seconded. Member Rieker explained he wanted to pull the Item to have a brief discussion on the topic for public transparency. Scott Sorrel, County Administrator, summarized the program as a digital resource for entrepreneurs. Mr. Sorrel described how the dashboard could assist entrepreneurs with finding legal, financial, and marketing advice to help them grow as a company. He discussed the funds would come from the ARPA fund. Member Blair commented that many entrepreneurs struggle with how to access resources. She mentioned the portal would guide them toward developing a successful business. Member Rieker believed this would be an excellent service for entrepreneurs who might need guidance. He complimented the advisory committee for their work. Member Elsasser questioned if there would be any overlap from previous programs. Mr. Sorrel emphasized the goal of the project is to be a one-stop-shop for business owners. He mentioned the project intends to be an entry point for entrepreneurs, who will answer a questionnaire to help determine which resources they might need. The motion was approved by a unanimous roll call vote of 17 ayes.

VI. ZONING ORDINANCE AND RESOLUTIONS
1. Case WAV-2022-0002, Petition of Robert Kendall/The Whitetail Group LLC. A resolution from your Land Use Committee recommending approval of a waiver of compliance from Section 20-3.16.2.3.b.2.b of the Unified Development Ordinance. This section requires a minimum of 60 feet of public road frontage for parcels being created which are ten (10) or more acres in size. The petitioner is proposing to split an existing 200.33 acre parcel into tracts of 70.0 acres and 130.13 acres. The parcel is located in Jubilee Township.
Member Dillon moved to approve the resolution and Member Williams seconded. The resolution passed by a unanimous roll call vote of 17 ayes.

2. Review of Executive Session Minutes

Assistant State’s Attorney Dana Hughes stated that the State’s Attorney recommends all previously held minutes continue to be held as the need for confidentiality still exists. Member Blair moved to approve the State’s Attorney’s Office’s recommendation and Member Daley seconded. The motion passed by a unanimous roll call vote of 17 ayes.

3. SUSPENSION OF RULES

Member Bryant moved to suspend the rules and Member Pastucha seconded. The motion passed by a roll call vote of 16 ayes and 1 nay, with Member Windish voting nay.


Member Pastucha moved to approve the resolution and Member Bryant seconded. The resolution passed by a roll call vote of 13 ayes and 4 nays, with Members Elsasser, Reliford, Rosenbohm, and Windish voting nay.

VII. MISCELLANEOUS AND ANNOUNCEMENTS

Chairman Rand recognized Member Pastucha for her five years of service on the Peoria County Board. Member Pastucha said it had been an honor to serve with the Board.

Member Salzer asked whether other members of the Board would be interested in a tour of the County Jail. He commented on conditions that need improvement and believed it would be most beneficial for members to see the issues. He asked Mr. Sorrel if another tour could be arranged.

Member Dillon invited everyone to the Fourth of July Parade in West Peoria.

Member Fennell reported the Brad Wallin Tournament was a success, with over 350 teams participating. Member Elsasser mentioned his grandson’s team placed second in the tournament.

Member Pastucha stated she looks forward to the fireworks at Glen Oak Park and Downtown Peoria after a three-year hiatus.

Member Daley announced a new program at PCAPS to adopt kittens and cats, with the fee waived.

Chairman Rand thanked Member Duncan for bringing her granddaughter to the meeting and leading the Board in the Pledge of Allegiance.

Mr. Sorrel acknowledged Jack Walton and thanked him for his work at the County.

VIII. ADJOURNMENT

There being no further business before the Board, the Chairman announced the meeting was adjourned.
SPECIAL PEORIA COUNTY BOARD MEETING MINUTES
Tuesday, June 21, 2022
3:30 PM
County Courthouse • 324 Main Street • County Board Room 403 • Peoria, Illinois 61602
Voice: (309) 672-6056 • Fax: (309) 672-6054 • TDD: (309) 672-6073
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CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK

Attendance was taken with the Roll Call-Pro voting system, and the following members of the Board were present: Members Blair, Bryant, Daley, Duncan, Elsasser (Via teleconference), Fennell, Groves Allison, Rand, Reneau, Rieker, Rosenbohm, Salzer, Watkins, and Williams, with Members Dillon, Pastucha, Reliford, and Windish absent.

I. CITIZENS’ REMARKS

There were no citizens’ remarks.

II. ZONING ORDINANCE AND RESOLUTIONS

1. A resolution from your Infrastructure Committee recommending approval of quotations received from Pavement Maintenance Services, Henry, IL and R.A. Cullinan & Son, a Division of UCM, Tremont, IL, for Township Motor Fuel Tax deliver and install proposals for sealcoating and tilling various township roads; and Microsurfacing Contractors, Bridgeton, MO for microsurfacing using non-Township Motor Fuel tax funds. (Pending Committee Approval)

Member Salzer moved to approve the resolution and Member Blair seconded. Scott Sorrel, County Administrator, explained there was an appeal submitted by one of the bidders, which resulted in the low bid for several townships being rejected. Mr. Sorrel reported that the impacted Road Commissioners agreed to accept the next highest bid. Member Salzer commended Amy McLaren, County Engineer, for her work in unifying the impacted Road Commissioners.

Member Rieker questioned why certain townships were included or omitted. Ms. McLaren declared Millbrook, Rosefield, and Kickapoo townships previously obtained bids independently. Member Rieker clarified he wanted to ensure all townships were being offered this service. He commented he did not know the County’s role in the process. Ms. McLaren stated the County oversees the township motor fuel tax accounts and will assist townships with various projects when able. Member Rieker called attention to the number of bidders and observed there didn’t appear to be a competitive bidding situation. He asked if any past suppliers had submitted bids. Ms. McLaren stated the project was advertised in the IDOT state bulletin, and vendors were given the
opportunity to bid. Member Rosenbohm mentioned Limestone township was also omitted from the bidding process. Ms. McLaren confirmed Limestone township completed its own bidding for this type of work.

Member Rosenbohm moved to allow Member Elsasser to attend the meeting via teleconference and Member Blair seconded. The motion passed by a unanimous voice vote of 14 ayes.

Member Elsasser asked what Millbrook township was doing. Ms. McLaren commented Millbrook was one of the townships that completed the bidding process earlier this year. The resolution passed by a unanimous roll call vote of 14 ayes.

III. MISCELLANEOUS AND ANNOUNCEMENTS

Member Fennell mentioned the screen displaying the Board member’s votes was small and hard to read. He asked if it could be made larger. Rachael Parker, County Clerk, stated someone would get the issue figured out.

IV. ADJOURNMENT

There being no further business before the Board, the Chairman announced the meeting was adjourned.
PROCLAMATION

WHEREAS, Illinois Valley Central High School athlete David Russell competed in the IHSA Class 2A state discus and shot put championships on Saturday, May 28, 2022, in Charleston, IL; and

WHEREAS, David finished in first place in the discus championship with an incredible throw of 52.35 meters, well over a meter further than the runner-up; and

WHEREAS, David also finished in second place in the shot put championship with a personal record-breaking throw of 17.16 meters, less than one meter behind first place; and

WHEREAS, David’s perseverance, dedication, and strong desire to become the best thrower in the state has been reflected in his excellent performance at the state finals; and

WHEREAS, Peoria County is proud to celebrate and recognize David’s state championship title.

NOW THEREFORE I, Andrew A. Rand, Chairman of the Peoria County Board, on behalf of the County Board, do hereby congratulate David Russell on achieving his first place victory in the IHSA Class 2A discus competition and becoming a state champion.

Dated this 14th day of July, A.D., 2022

Andrew A. Rand
PEORIA COUNTY BOARD CHAIRMAN

Rachael Parker
PEORIA COUNTY CLERK
# County of Peoria, Illinois
## Bank Account Portfolio
### As of May 31, 2022

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<tr>
<th>Account Name</th>
<th>Account Balance</th>
<th>Variance</th>
<th>Interest</th>
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<td>Current Month</td>
<td>Prior Month</td>
<td>Amount</td>
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<tr>
<td><strong>Accounts at Illinois National Bank</strong></td>
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<td>* Payroll</td>
<td>0</td>
<td>0</td>
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<tr>
<td>* Juror's Payroll</td>
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<td>* Peoria County Employee Benefit Plan</td>
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<td>* Peoria County Flex Spending Acct.</td>
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<td>33,728,977</td>
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<td>16,670,524</td>
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<td>Peoria County Forfeiture - State</td>
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<td>Peoria County Forfeiture - Federal</td>
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<td>Emergency Telephone System-E911</td>
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<td>Trust &amp; Condemnation</td>
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<td>County Motor Fuel</td>
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<td>Township Bridge</td>
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<td>Total Accounts at Illinois National Bank</td>
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<td>39,181,993</td>
<td>34,791,276</td>
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</table>

| **Accounts at Morton Community Bank** |                 |           |          |          |          |       |
| ** Capital Improvement                | 0               | 0         | 0        | #DIV/0'  | M        |       |
| Operating - Investment                | 42,283,818      | 42,244,563 | 19,055  | 0.05%    | 19,055   | ICS   |
| County Motor Fuel - Investment        | 4,325,603       | 4,323,544 | 1,959   | 0.05%    | 1,959    | ICS   |
| ARPA                                  | 17,420,894      | 17,416,409 | 4,485  | 0.03%    | 4,485    | SPF   |
| Total Accounts at Morton Community Bank | 64,010,015   | 63,984,516 | 25,499 | 0.04%    | 25,499   |       |

| **Accounts at Commerce Bank**         |                 |           |          |          |          |       |
| General Investment Acct                | 4,968,329       | 4,970,198 | -1,869  | -0.04%   | -1,869   | Mi    |

* -0- Balance Accounts
** Account Closed and moved to INB

Notes:
- C = Clearing Account Only
- S = Sweep Account
- D = Disbursed via Court Orders
- N/A = Current month information not yet rec'd
- M = Money Market Account
- ICS = Insured Cash Sweep
- Mi = Mixed Investment Acct
- SPF = Snow Public Funds
# County of Peoria, Illinois
## Certificate of Deposit Portfolio
### As of May 31, 2022

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<th>Investment Amount</th>
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<th>Maturity Date</th>
<th>Term (Months)</th>
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<tr>
<td><strong>Morton Community Bank</strong></td>
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<tr>
<td>030 Employee Health Fund</td>
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<td>1/5/22</td>
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<td><strong>Total for Bank</strong></td>
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<td><strong>Commerce Bank</strong></td>
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<td>2/23/23</td>
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<td><strong>Princeville State Bank</strong></td>
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<td>7/1/21</td>
<td>7/1/22</td>
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<td>081 County Health Fund</td>
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<td>7/1/21</td>
<td>7/1/22</td>
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<td>8/13/21</td>
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<td><strong>Total for Bank</strong></td>
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<td><strong>Integrity Bank : Bank of Farmington</strong></td>
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<td><strong>Total for Bank</strong></td>
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<td><strong>Recap by Fund:</strong></td>
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<td>030 County Health &amp; TB Fund</td>
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<td>702,913</td>
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<td><strong>11010 Total Certificate of Deposits</strong></td>
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<td><strong>Total Banks</strong></td>
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<td><strong>Difference</strong></td>
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### Peoria County, IL Revenue Status Report

**Date:** 07/01/2023  
**Time:** 15:42:09  
**Selection Criteria:** All  
**Accounting Period:** 4/22

**Sorted By:** Fund Type, 2nd SUBTOTAL  
**Totaled On:** Fund Type  
**Page Breaks On:** Fund Type

**Fund Type: 1 General**

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<th>2nd SUBT-</th>
<th>-----</th>
<th>TITLE</th>
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<th>BUDGET</th>
<th>PERIOD RECEIPTS</th>
<th>RECEIVABLES</th>
<th>YEAR TO DATE RECEIPTS</th>
<th>AVAILABLE BALANCE</th>
<th>YTD/BUD</th>
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REVSTA11
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### Peoria County, IL

#### Revenue Status Report

**Accounting Period:** 4/22

**Selection Criteria:** ALL

**Sorted By:** Fund Type, 2nd Subtotal

**Totalled On:** Fund Type

**Page Breaks On:** Fund Type

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# Revenue Status Report

**Date:** 07/01/2022  
**Time:** 15:42:09  
**Selection Criteria:** All  
**Accounting Period:** 4/22  
**Sorted By:** Fund Type, 2nd Subtotal  
**Totaled On:** Fund Type  
**Page Breaks On:** Fund Type  
**Fund Type:** 4 Capital Projects

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**Peoria County, IL**
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### Peoria County, IL

#### Revenue Status Report

- **Date:** 07/01/2022
- **Time:** 15:42:09
- **Selection Criteria:** All
- **Accounting Period:** 4/22
- **Sorted By:** Fund Type, 2nd Subtotal
- **Totaled On:** Fund Type
- **Page Breaks On:** Fund Type

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#### Note:
- 2022 Budget and Period Receipts may include anticipation of future funds.
- Year to Date Receipts include actual receipts and anticipated receipts as of 07/01/2022.
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### EXPENDITURE STATUS REPORT

**FUND-076 PEORIA COUNTY PARKING FAC**

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**TOTAL REPORT**

291,690.00 | 20,430.55 | 9,104.13 | 85,914.94 | 196,670.93 | 32.58 | 1          |
## PEORIA COUNTY, IL
### REVENUE STATUS REPORT

**ACCOUNTING PERIOD:** 4/22

**SELECTION CRITERIA:** orgn.fund='076'

**SORTED BY:** FUND, 2ND SUBTOTAL

**TOTALED ON:** FUND

**PAGE BREAKS ON:** FUND

### FUND-076 PEORIA COUNTY PARKING FAC

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**TOTAL REPORT**
- BUDGET: 223,000.00
- PERIOD RECEIPTS: 17,083.19
- RECEIVABLES: .00
- YEAR TO DATE RECEIPTS: 64,982.23
- AVAILABLE BALANCE: 158,017.77
- YTD/BUD: 29.14
AGENDA BRIEFING

COMMITTEE: Finance, Audit, and Legislative Affairs Committee
LINE ITEM: 175-6-175-6-638-54305
MEETING DATE: June 21, 2022
AMOUNT: Not to exceed $42,000

ISSUE: Resolution to grant authorization to County Administrator to enter into a contractual agreement not to exceed $42,000 ($21,000 FY22; $21,000 to be budgeted in FY23) with Matt Werner Consulting to resolve Medicaid balances related to Heddington Oaks.

BACKGROUND:
Although Peoria County’s nursing home facility closed in August 2020, there is still a significant amount of outstanding receivables for Heddington Oaks that County staff is working toward resolving in the coming months. A rather large segment of that balance, approximately $1.2M, consists of accounts related to Medicaid. Medicaid accounts require additional effort in communication and negotiation with the State of Illinois. It will be beneficial to the County’s collections efforts to utilize a consultant that has expertise in navigating the system and understanding the network, resources, and contacts. Additionally, with the absence of a Finance Director dedicated to Heddington Oaks, the County should realize greater success in collecting on the accounts by utilizing a consultant given internal resource constraints.

Staff recommends that the board grant the County Administrator authority to enter into a contractual agreement with Matt Werner Consulting in an amount not to exceed $42,000 for professional services to resolve outstanding Medicaid balances owed to the County related to Heddington Oaks. The contract will include, but is not limited to, analyzing reimbursement methodologies and policies under the State of Illinois Medical Assistance programs, developing strategies for improving reimbursement, advising on state and federal legislative and administrative issues that could affect said reimbursement, and communicating with State officials on the County’s behalf. Matt Werner has the expertise and understanding of the State of Illinois’ Medicaid system and will provide assistance, guidance, and access to resolve these accounts.

COUNTY BOARD GOALS:

FINANCIAL STABILITY

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION:
Approved 6/21/22 (13-0 votes) Ms. Reliford voted aye via teleconference; Ms. Pastucha and Mr. Rand absent

PREPARED BY: Heather McCord, Chief Financial Officer
DEPARTMENT: Finance
DATE: June 21, 2022
TO THE HONORABLE COUNTY BOARD  

COUNTY OF PEORIA, ILLINOIS  

Your Finance, Audit, and Legislative Affairs Committee does hereby recommend passage of the following Resolution:

RE: Contract for Consulting Services on Medicaid Reimbursement for Heddington Oaks

RESOLUTION

WHEREAS, Heddington Oaks’ Finance Director recently resigned and the position will remain vacant leaving reduced and limited resources for collection efforts; and,

WHEREAS, there is a significant amount of outstanding debt owed to the County from Medicaid-related accounts; and,

WHEREAS, there are additional efforts in communication and negotiation involved in collecting on these accounts that require knowledge and expertise of the system and process; and,

WHEREAS, Matt Werner Consulting has the experience and capacity to assist the County in this process.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that the County of Peoria agrees to authorize the County Administrator, with the review of the State’s Attorney’s Office, to enter into a contract with Matt Werner Consulting at an amount not to exceed $42,000.

RESPECTFULLY SUBMITTED,  
Finance, Audit, and Legislative Affairs Committee
ISSUE: Renewal of Police Service Agreement with the Metropolitan Airport Authority of Peoria

BACKGROUND/DISCUSSION:
The current contract with the Metropolitan Airport Authority of Peoria expired on February 28, 2022. The Peoria County Sheriff's Office has been continuing to provide police services to the Airport Authority and have been billing the Airport Authority under the current rate identified in the previous contract while this contract is pending approval. The Peoria County Sheriff's Office hired Bellwether, LLC in the fall of 2021 to provide a cost study for police services. Bellwether provided an update to their cost study values in the spring of 2022 and these values were used in the calculation for charges for services for this contract.

The Metropolitan Airport Authority of Peoria's annual cost for police services from 3/1/21-2/28/22 was $482,700.00. The new annual cost calculated in accordance with Bellwether's cost study will be $599,436.00. Due to the substantial cost increase, the annual charge of $599,436.00 will remain flat without any additional increases over the duration of the contract. The duration of this contract is from 3/1/22-2/28/27.

COUNTY BOARD GOALS:

- EFFECTIVE SERVICE DELIVERY
- COLLABORATION

STAFF RECOMMENDATION:
Approval

COMMITTEE ACTION: Approved 6/21/22 (7-0 votes) Mr. Elsasser absent for vote

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriffs Office
DATE: 5/17/2022

ATTACHMENTS:

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<td>Metropolitan Airport Authority of Peoria Police Services Agreement</td>
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PEORIA COUNTY/PEORIA COUNTY SHERIFF/AIRPORT AUTHORITY
INTERGOVERNMENTAL AGREEMENT FOR POLICE SERVICES

This Agreement made on the __ day of ____________ 2022, by and between the COUNTY OF PEORIA, Illinois, A body Politic and Corporate, (hereinafter referred to as the COUNTY), Brian Asbell, PEORIA COUNTY SHERIFF (hereinafter referred to as the SHERIFF), AND THE METROPOLITAN AIRPORT AUTHORITY OF PEORIA, (hereinafter referred to as the AIRPORT AUTHORITY).

WITNESSETH THAT:

WHEREAS, the COUNTY, the SHERIFF and the AIRPORT AUTHORITY have reached an Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and the AIRPORT AUTHORITY as follows, that:

1. This Agreement shall be in effect for a period from March 1, 2022, through and including February 28, 2027.

2. The AIRPORT AUTHORITY shall pay to the COUNTY monthly installments for the said period listed.
   - March 1, 2022 through and including February 28, 2023 a monthly amount of $49,953.00 in twelve monthly installments totaling $599,436.00.
   - March 1, 2023 through and including February 28, 2024 a monthly amount of $49,953.00 in twelve monthly installments totaling $599,436.00.
   - March 1, 2024 through and including February 28, 2025 a monthly amount of $49,953.00 in twelve monthly installments totaling $599,436.00.
   - March 1, 2025 through and including February 28, 2026 a monthly amount of $49,953.00 in twelve monthly installments totaling $599,436.00.
• March 1, 2026 through and including February 28, 2027 a monthly amount of $49,953.00 in twelve monthly installments totaling $599,436.00.

Said payments shall be for patrol, related services, and equipment costs incurred by the Peoria County Sheriff's Office in the performance of this Agreement. Payments for services rendered under this Agreement shall be due on March 1, 2022 and the first day of every month thereafter, with payments to be made within ten (10) days of receipt of billing.

3. The SHERIFF shall employ and the COUNTY shall fund a sufficient number of peace officers for the Sheriff's Office and will procure such additional equipment as is necessary for the police services to be performed under the terms of this Agreement.

4. The peace officers who are to perform the police services hereunder shall be designated by the SHERIFF and remain subject to the SHERIFF'S control and direction.

5. The SHERIFF shall establish an orientation program for the designated peace officers concerning their duties and responsibilities under the terms of this Agreement, which such program shall include training as may be required by the Transportation Security Administration ("TSA"). The SHERIFF shall maintain a record of completion of TSA training and furnish the same to the Airport.

6. The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of the AIRPORT AUTHORITY.
7. The police services to be provided by the SHERIFF to the AIRPORT AUTHORITY hereunder shall consist of the following:

   a. The SHERIFF shall provide twenty-four (24) hour, seven (7) days per week police services within the area of the AIRPORT AUTHORITY. These patrols shall be in coordination with the normal shift hours of the Sheriff's Office, and determined by the SHERIFF in consultation with the Director of the AIRPORT AUTHORITY.

   b. The police services to which reference is made in Section 7a above shall be in addition to routine police services performed by the regular deputies of the Sheriff's Office.

   c. During all patrols, the SHERIFF will enforce laws of the State of Illinois and any other applicable laws (including parking enforcement).

   d. Duties & Responsibilities: Deputies assigned to provide police services under this agreement shall: 1) be a general safeguard for civil aviation activities and enforce all applicable local, state, and federal laws; 2) enforce applicable federal regulations for which local enforcement officers have enforcement authority; 3) patrol airport premises twenty-four hours each day; 4) stop, detain, and arrest violators as appropriate; 5) enforce traffic laws and issue citations in accordance with the Illinois Vehicle Code; 6) coordinate security concerns with Airport Authority regarding high profile travelers; 7) provide emergency assistance to all persons as necessary; 8) act as representative of airport operations when needed; 9) In the absence of airport operations, notify Airport Authority point of contact when emergency situations arise, such as aircraft emergencies, inclement weather, vehicle accidents and collisions; 10) support TSA operations, including but not limited to the following: a) support TSA screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons, and similar tasks; b) follow an
established response standard which is mutually acceptable to TSA, the Airport authority, and Peoria County; c) participate in TSA’s Layered Security Programs (appropriate level of participation to be determined by TSA, the Airport Authority, and Peoria County; d) assist in the verification of credentials of deputies assigned to the Airport as requested by TSA; e) promptly provide incident reports, police reports, and other information when requested by TSA as part of a regulatory investigation; f) cooperate fully with regulatory investigations of the TSA; g) and coordinate all media releases and other contact with or by media on matters in which the TSA is involved. The preceding is a non-exhaustive list of duties and responsibilities.

e. The assigned deputies will provide a monthly report or, alternatively, will attend the monthly meeting of the AIRPORT AUTHORITY to address police service issues.

8. The SHERIFF shall maintain a file and records system for processing all data relative to the incidents of arrest, reports of crime, and disposition of all cases which occur within the AIRPORT AUTHORITY and such records shall be integrated with the SHERIFF’S master files.

9. The SHERIFF may, from time-to-time, at his discretion, provide intensive traffic-control measures within the AIRPORT AUTHORITY. Such traffic control measures shall include the use of radar and related devices.

10. The SHERIFF shall, at his discretion, and consistent with good police practices, provide investigative services for the AIRPORT AUTHORITY when such services are necessary to perform the police services to be provided hereunder.
11. Discipline of the designated peace officers shall be the responsibility of the SHERIFF and the Peoria County Sheriffs Merit Commission. The designated peace officers shall not be considered employees of the AIRPORT AUTHORITY and shall only be subject to direction by the SHERIFF or his designee.

12. Indemnity. The SHERIFF and COUNTY shall indemnify and hold harmless the AIRPORT AUTHORITY and its Board and Commissioners and employees (the “INDEMNIFIED PARTIES”) to the fullest extent permitted by applicable law against any and all expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the INDEMNIFIED PARTIES (net of any related insurance proceeds received by or paid on the AIRPORT AUTHORITY’s behalf) in connection with any reasonable present or future threatened, pending, or completed claim, action, suit or proceeding, whether civil, criminal administrative or investigative by reason of or resulting from or based upon the police services set forth in Paragraph No. 7. Notwithstanding the foregoing, SHERIFF and COUNTY shall have no duty to indemnify, defend or hold harmless INDEMNIFIED PARTIES to the extent that any such loss or damage is due to the negligence or willful misconduct of INDEMNIFIED PARTIES. This provision shall survive the expiration or earlier termination of this Agreement.

13. The foregoing constitutes the entire Agreement and no verbal statements shall supersede any of those provisions. This Agreement may be amended by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the
day and date first above written.

COUNTY OF PEORIA, ILLINOIS

By: ______________________________
Administrator of Peoria County

ATTEST: __________________________
County Clerk

_______________________________
Brian Asbell, Sheriff of Peoria County

AIRPORT AUTHORITY

By: ______________________________
Chairman, Airport Authority

ATTEST: __________________________
AIRPORT AUTHORITY
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Police Services Agreement between Peoria County and the Metropolitan Airport Authority of Peoria, 3/1/22-2/28/27

RESOLUTION

WHEREAS, the County of Peoria and the Peoria County Sheriff’s Office had previously entered into intergovernmental agreements with the Metropolitan Airport Authority of Peoria for police services to the Airport; and

WHEREAS, the Metropolitan Airport Authority of Peoria and the Sheriff of Peoria County have agreed to update the intergovernmental agreement with Peoria County and the Sheriff so that the Airport can continue to receive the police services previously provided; and

WHEREAS, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with the Metropolitan Airport Authority of Peoria providing the dedicated police services from March 1, 2022 through February 28, 2027 totaling $2,997,180 over the term of the contract to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with the Metropolitan Airport Authority of Peoria subject to the approval of the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: June 21, 2022

LINE ITEM: Revenue: 001 1 012 3 311 34051
Expenditure:

ISSUE: Renewal of Police Service Agreement with Dunlap Unit School District 323

BACKGROUND/DISCUSSION:
The current contract with the Dunlap Unit School District 323 expired on May 24, 2022. The Peoria County Sheriff's Office hired Bellwether, LLC in the fall of 2021 to provide a cost study for police services. Bellwether provided an update to their cost study values in the spring of 2022 and these values were used in the calculation for charges for services for this contract.

Dunlap Unit School District 323's annual cost for police services from 8/16/21-5/24/22 was $165,673.00. The new annual cost calculated in accordance with Bellwether's cost study will be $200,143.00. The subsequent years on the contract will increase 3% per year. The duration of this contract is from 8/15/22-5/23/25.

COUNTY BOARD GOALS:

- EFFECTIVE SERVICE DELIVERY
- COLLABORATION

STAFF RECOMMENDATION:
Approval

COMMITTEE ACTION: Approved 6/21/22 (8-0 votes) Mr. Elsasser voted aye via teleconference

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriffs Office
DATE: 5/20/2022
The COUNTY of PEORIA, Illinois, a body Politic and Corporate (hereinafter COUNTY), Brian Asbell, PEORIA COUNTY SHERIFF (hereinafter SHERIFF), and the Governing Board of DUNLAP UNIT SCHOOL DISTRICT 323, (hereinafter SCHOOL DISTRICT 323), collectively referred to as “Parties” enter into this agreement for policing services (hereinafter Agreement) on the ______ day of _______________, 2022, and do agree that:

SCHOOL DISTRICT 323 maintains a facility and program located at 5220 West Legion Hall Road, Dunlap, Illinois for the benefit of the students it serves; and

SCHOOL DISTRICT 323 has determined that a need presently exists for on-site policing services at that facility to provide additional security and to prevent or reduce crime; and

SCHOOL DISTRICT 323 may need on-site policing services at other SCHOOL DISTRICT 323 facilities to provide additional security and to prevent or reduce crime; and

the SHERIFF and the COUNTY have agreed to provide policing services to SCHOOL DISTRICT 323 pursuant to this Agreement.

FURTHERMORE, public agencies are authorized to enter into agreements pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); the SHERIFF, the COUNTY, and SCHOOL DISTRICT 323 are all public agencies, as defined by Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2); and the Parties have determined that it is in their respective and mutual best interests to enter into this Agreement and provide the services hereunder.

THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and SCHOOL DISTRICT 323 that:

1. **Recitals.** The above recitals shall be incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for a period from August 15, 2022 through and including May 23, 2025 without snow days, unless terminated sooner by either party upon tendering ninety (90) days written notice to the other Party in accordance with the notice provision contained in Paragraph 22 of this Agreement.

3. **Renewal.** This Agreement may be renewed by amendment pursuant to Paragraph 18, or a new successor agreement may be executed by the Parties.

4. **Default.** In the event either Party to this Agreement fails to perform any of the terms and conditions contained herein, the Party failing to perform shall be considered to
be in default of this Agreement. Upon written notification from the non-defaulting Party, the defaulting Party shall have thirty (30) days from the receipt of said notice to cure the default or to commence activities to cure the default if the default cannot reasonably be cured within the thirty (30) day period. Should the defaulting Party fail to cure the default, or take action to cure the default, if applicable, within the thirty (30) day period, the non-defaulting Party may take such action as is available in law or equity. If a Party is found to be in default in a court of law or equity, the defaulting Party shall be responsible for all costs, fees and expenses, including attorneys' fees, incurred by the other Party which result from or are associated with such default and the enforcement of the terms of this Agreement.

5. **Payments.** SCHOOL DISTRICT 323 shall pay to the COUNTY monthly installments as detailed in the chart below:

<table>
<thead>
<tr>
<th></th>
<th>Contract Year 1 2022-2023</th>
<th>Contract Year 2 2023-2024</th>
<th>Contract Year 3 2024-2025</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Month</strong></td>
<td><strong>Monthly Installments</strong></td>
<td><strong>Monthly Installments</strong></td>
<td><strong>Monthly Installments</strong></td>
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<tr>
<td>August</td>
<td>$12,671</td>
<td>$13,051</td>
<td>$13,443</td>
</tr>
<tr>
<td>Sept.-April</td>
<td>$21,119</td>
<td>$21,753</td>
<td>$22,406</td>
</tr>
<tr>
<td>May</td>
<td>$18,520</td>
<td>$19,076</td>
<td>$19,648</td>
</tr>
<tr>
<td><strong>Yearly Total</strong></td>
<td>$200,143</td>
<td>$206,151</td>
<td>$212,339</td>
</tr>
</tbody>
</table>

In the event of snow days, which extend the end of the school calendar, the additional rate will be $487.00 per Deputy per day.

It is the expectation of the parties that if the Agreement is extended by mutual agreement, then payments made during the extended period will continue at the above rate as modified by Collective Bargaining Agreement increases in Deputy pay.

Said payments shall be in consideration for the assignment of sworn peace officers (hereinafter "officers" or "Deputies") to SCHOOL DISTRICT 323, for policing services and equipment costs incurred by the Peoria County Sheriff’s Office in the performance of this Agreement. Payments for services rendered under this Agreement shall be due on September 1, 2022, and the first day of every month thereafter or 30 days from receipt of billing for a given month, whichever is later.

6. **Overtime.** SCHOOL DISTRICT 323 shall pay overtime when Deputies have worked more than forty hours in one week at a SCHOOL DISTRICT 323 facility, and shall only pay for overtime hours worked at a SCHOOL DISTRICT 323 facility. See Paragraph 11 for additional overtime terms.

7. **Employment of Peace Officers/Deputies.** The SHERIFF shall employ and the COUNTY shall fund a sufficient number of Deputies, and the Sheriff's Office will procure
such additional equipment, as is necessary for the policing services to be performed under the terms of this Agreement. All Deputies assigned to serve at a SCHOOL DISTRICT 323 facility shall remain employees of the SHERIFF and the COUNTY and shall not have the benefit, right or status of employment with SCHOOL DISTRICT 323. Any equipment owned by the SHERIFF or the COUNTY and used by Deputies assigned to a SCHOOL DISTRICT 323 facility shall remain at all times under the usage and control of the SHERIFF and the COUNTY, which shall bear the cost of maintaining such equipment.

8. **Control of Peace Officers.** The Deputies who are to perform policing services under this Agreement shall be assigned by the SHERIFF and remain subject to the SHERIFF’S control and direction. The assigned Deputies shall report to the Superintendent or his/her designee at the SCHOOL DISTRICT 323 facility and shall cooperate with that designee in carrying out the their duties under this Agreement to the extent such cooperation is not countermanded by order of the SHERIFF. When feasible, the SHERIFF will assign the same Deputies to SCHOOL DISTRICT 323 for an extended period of time. The SHERIFF shall make all reasonable efforts to maintain such continuity in the assignment of Deputies to SCHOOL DISTRICT 323.

9. **Orientation Program.** The SHERIFF shall establish an orientation program for the assigned Deputies concerning their duties and responsibilities under the terms of this Agreement. The Deputies assigned to the SCHOOL DISTRICT 323 facilities shall be sent to specialized training as determined by the SHERIFF in consultation with SCHOOL DISTRICT 323.

10. **Communications System.** The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of SCHOOL DISTRICT 323.

11. **Policing Services.** Policing services provided by the SHERIFF and the COUNTY to SCHOOL DISTRICT 323 shall consist of:

   a. The SHERIFF shall provide two Deputies five (5) days per week during regular school hours (0800-1600) and for additional times when school activities occur or for meetings with SCHOOL DISTRICT 323 staff and/or other individuals as requested by SCHOOL DISTRICT 323. Deputies shall be expected to schedule vacations and other days off in accordance with the schedule of the school. If a Deputy is unavailable due to illness or other reasons on a day that his or her presence is required, the SHERIFF shall promptly notify SCHOOL DISTRICT 323 of such unavailability and, at the discretion and request of SCHOOL DISTRICT 323, send a replacement Deputy until such time as the regularly assigned Deputy is available.

   b. The presence of a Deputy outside of regular school hours shall be determined by the SHERIFF in consultation with the Superintendent of SCHOOL DISTRICT 323, but regular school hours worked in combination with additional
time shall not exceed a forty hour work week, unless requested by SCHOOL DISTRICT 323 and approved by the SHERIFF in his sole discretion, with any such overtime to be paid by SCHOOL DISTRICT 323 in addition to any other sums payable under this agreement pursuant to Paragraph 6 of this Agreement.

c. During the time Deputies are present at SCHOOL DISTRICT 323 facilities, Deputies will enforce the laws of the State of Illinois and any other applicable laws (including parking enforcement).

d. Deputies shall be provided a convenient parking space at SCHOOL DISTRICT 323 facilities and shall also be provided an office with necessary work space. When assigned to provide policing services at a school, Deputies will eat meals at the school.

e. When assigned to a school during regular school hours, Deputies shall be available for emergency calls requiring their assistance off school grounds under this Agreement. The SHERIFF shall make all reasonable efforts to avoid using assigned Deputies for emergency calls requiring their assistance off school grounds. The SHERIFF shall not be responsible for providing replacement Deputies when emergency calls require temporary assistance and Deputies can return to their assigned duties at the school. The SHERIFF shall pay for the Deputies’ time during emergency calls. If an emergency call causes Deputies to incur overtime, the SHERIFF shall be responsible for overtime expenses. In such instances, the SHERIFF agrees to review the allocation of the Deputies’ hours and adjust the monthly billing to credit SCHOOL DISTRICT 323 for the time the Deputy is not at the school. The lack of services occasioned by an emergency call as described above shall not constitute a default under Paragraph 4 of this Agreement.

12. **Student Records.** It is expressly agreed by and between the Parties that any and all student records generated by assigned Deputies as a result of the implementation of this Agreement, and pursuant to same, shall be maintained and kept by the SHERIFF, and are not subject to release or disclosure except as authorized by federal and state law. It is understood, however, that SCHOOL DISTRICT 323 or its underlying school districts may have a reciprocal agreement with various law enforcement agencies which may by mutual agreement provide authority to obtain such records. Notwithstanding any terms in this Agreement, this Agreement shall not abrogate any of SCHOOL DISTRICT 323’s responsibilities under state and federal student records law.

13. **Investigative Services.** The SHERIFF shall, at his discretion, and consistent with good policing practices, provide investigative services for SCHOOL DISTRICT 323 when such services are necessary to comply with this Agreement.

14. **Evaluation and Discipline.** Evaluation and discipline of the assigned Deputies shall be the responsibility of the SHERIFF and the Peoria County Sheriff’s Merit
Commission. The assigned Deputies shall not be considered employees of SCHOOL DISTRICT 323 and shall only be subject to direction by the SHERIFF or his designee.

15. **Liability for Actions of Assigned Deputies.** The SHERIFF and the COUNTY agree to indemnify, defend and hold harmless SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, of any nature, kind or description, including reasonable attorneys’ fees, arising out of, caused by or resulting from any Deputy’s actions or inactions or any policing services provided or failing to be provided by the SHERIFF. The SHERIFF and the COUNTY shall maintain liability insurance that covers the Deputies for their action or inaction on SCHOOL DISTRICT 323 property and for his action or inaction in providing services under this Agreement.

16. **Liability for Actions of SCHOOL DISTRICT 323.** SCHOOL DISTRICT 323 agrees to indemnify, defend and hold harmless the SHERIFF, assigned Deputies, and the COUNTY, the County Board, and their officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, of any nature, kind or description, including reasonable attorneys’ fees, arising out of, caused by or resulting from the actions or inactions of SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and/or assigns arising out of or related to this Agreement. SCHOOL DISTRICT 323 shall maintain liability insurance that covers SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and/or assigns for actions or inactions arising out of or related to the provision of education programs served by the SHERIFF under this Agreement.

17. **Liability for Employment Claims.** The SHERIFF and the COUNTY agree to indemnify, defend and hold harmless SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, of any nature, kind or description, including reasonable attorneys’ fees, arising out of, caused by or resulting from the employment relationship between any Deputy and the SHERIFF, including, but not limited to, any claim which might arise out of potential overtime earned while serving at SCHOOL DISTRICT 323 but while employed by the SHERIFF and the COUNTY. The indemnification and other promises contained in this Paragraph shall be void if SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors or assigns, or any of them individually, utilize the services of an attorney other than the State’s Attorney’s Office, or an attorney designated by the State’s Attorney, in defending a lawsuit filed alleging a claim arising out of, caused by, or resulting from the employment relationship between the Deputy and the SHERIFF, except with the express permission of the State’s Attorney.

18. **Entire Agreement.** The foregoing constitutes the entire Agreement and no verbal statements shall supersede any of those provisions. This Agreement may be amended
by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

19. **Choice of Law and Venue.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois. The Parties agree that the only appropriate venue for any action brought in connection with the rights and responsibilities created by this Agreement shall be Peoria County, whether such action is brought in a State or Federal Court.

20. **Intergovernmental Cooperation Act.** This Agreement shall be interpreted in accordance with the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.) so that each Party may exercise and enjoy the power and authority of any other Party to fully perform the services provided under this Agreement.

21. **Effect of the Agreement.** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns, if such assignment is allowed under Paragraph 24.

22. **Notice.** Any notice required to be provided hereunder shall be in writing and mailed overnight delivery and shall be sent, via facsimile to the addresses set forth below:

   SCHOOL DISTRICT 323: Scott Dearman  
   TITLE: Superintendent  
   ADDRESS: 3020 W Willow Knolls Rd  
             Peoria, IL  61614

   SHERIFF: Chris Watkins  
   TITLE: Captain  
   ADDRESS: 301 N Maxwell Rd  
             Peoria, IL 61605

   COUNTY: Scott Sorrel  
   TITLE: Interim County Administrator  
   ADDRESS: 324 Main, Room 502  
             Peoria, IL 61602

23. **No Third Parties.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

24. **Assignment.** No Party to this agreement shall assign its interest in this agreement without the prior written agreement of both other parties, which agreement shall not be unreasonably withheld.
25. **Authority to Execute.** Each Party warrants to the other that it is authorized to execute, deliver, and perform this Agreement and that the individuals signing on behalf of them is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed on the day and date written above.

By: ________________________________
    Administrator of Peoria County

By: ________________________________
    Superintendent, Dunlap Unit School District #323

BY: ________________________________
    Brian Asbell, Peoria County Sheriff

By: ________________________________
    Board of Education, President

ATTEST: ____________________________
    Peoria County Clerk

ATTEST: ____________________________
    Dunlap Unit School District #323
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Police Services Agreement between Peoria County and Dunlap Unit School District 323, 8/15/22-5/23/25

RESOLUTION

WHEREAS, the County of Peoria and the Peoria County Sheriff’s Office had previously entered into an intergovernmental agreement with Dunlap Unit School District 323 for police services to that School District; and

WHEREAS, Dunlap Unit School District 323 and the Sheriff of Peoria County have agreed to update the intergovernmental agreement with Peoria County and the Sheriff so that the School District can continue to receive the police services previously provided; and

WHEREAS, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with Dunlap Unit School District 323 providing the dedicated police services from August 15, 2022 through May 23, 2025 totaling $618,633.00 over the term of the contract to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with Dunlap Unit School District 323 subject to the approval of the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: June 21, 2022

ISSUE: Approval of SFY23 Problem-Solving Courts Evaluation Contract

BACKGROUND/DISCUSSION: Peoria County seeks to contract with Illinois State University for a research consultant tasked with developing and conducting an evaluation of the Peoria County Problem-Solving Courts. Included within the Problem-Solving Courts are Drug Court (including a DUI track), Mental Health Court, and Veteran’s Court. The timeline for the project is the Fall 2022 (beginning August 22, 2022 and ending December 16, 2022) and Spring 2023 (beginning January 17, 2023 and ending May 12, 2023) semesters. A final comprehensive report will be completed and submitted within sixty (60) days following the end date.

Peoria County has operated Problem-Solving Courts over the past 10 years. In 2016, the Administrative Office of Illinois Courts (AOIC) developed standards and certification requirements for the continued operation of Problem-Solving Courts. In 2017, all four (4) Problem-Solving Courts became certified. These courts obtained recertification by AOIC in 2021.

Every five (5) years, AOIC Problem-Solving Court standards require an external program evaluation be conducted by a skilled and independent evaluator to examine the Problem-Solving Courts adherence to best practices and participant outcomes.

The research project will be funded using the Probation Service Fund (049). The total cost of the research project is $28,145. One-half of the research project cost will be paid in 2022 and the other one-half in 2023.

Therefore, we are requesting the Committee approve the SFY23 Problem-Solving Court Evaluation contract.

COUNTY BOARD GOALS: 💚 EFFECTIVE SERVICE DELIVERY

STAFF RECOMMENDATION: Approval of the SFY23 Problem-Solving Courts Evaluation Contract

COMMITTEE ACTION:
Approved 6/21/22 (8-0 votes) Mr. Elsasser voted aye via teleconference

PREPARED BY: Mark Bronke, Director of Probation & Court Services
DEPARTMENT: Court Administration
DATE: May 24, 2022
SCOPE OF THE WORK

Dawn Beichner will be hired as a research consultant and tasked with developing and conducting an evaluation of the Peoria Problem-Solving Courts. Included within the Problem-Solving Courts are Drug (including a DUI track), Mental Health, and Veteran’s Courts. Although the planning of the project will not commence until Fall 2022, the evaluation will likely include data collection, observation of court proceedings, as well as interviews with court officials.

The timeline for the project is the Fall 2022 (beginning August 22, 2022 and ending December 16, 2022) and Spring 2023 (beginning January 17, 2023 and ending May 12, 2023) semesters.

Once the details of the evaluation are set, the research consultant will seek approval of the Illinois State University Institutional Review Board, before commencing with the project. The funding for the evaluation project is part of the court budget and is not provided by a grant or external entity.

Dawn Beichner will provide a comprehensive report, detailing the evaluation, as a deliverable.

PROBLEM-SOLVING COURT SUPERVISOR/COORDINATOR

Bill Blundell is the Problem-Solving Court Supervisor/Coordinator overseeing the evaluation. His email address is wblundell@peoria@peoriacounty.org

BUDGET JUSTIFICATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary, PI, D. Beichner (based on 15% academic year salary)</td>
<td>12,813</td>
</tr>
<tr>
<td>Fringe Benefits 36% associated with PI salary, at University standard of PI's individual rate, including health insurance, life insurance, retirement benefits.</td>
<td>4,613</td>
</tr>
<tr>
<td>Total Personnel</td>
<td>17,426</td>
</tr>
<tr>
<td>Travel/transportation</td>
<td>1,591</td>
</tr>
<tr>
<td>Total Direct Costs = Personnel + Travel costs</td>
<td>19,017</td>
</tr>
<tr>
<td>Indirect/Facilities &amp; Administrative Costs at 48% of 19,017 x .48</td>
<td>9,128</td>
</tr>
<tr>
<td>Total Budget</td>
<td>28,145</td>
</tr>
</tbody>
</table>

SALARY, FRINGE, AND FACILITIES & ADMINISTRATIVE COSTS
Dawn Beichner will work one day per week, excluding university closures, during the Fall 2022 and Spring 2023 semesters. The Criminal Justice Sciences (CJS) Chairperson has agreed to a .15 Full-time equivalent (FTE) for the project.

TRANSPORTATION

The mileage reimbursement rate for travel is .585, effective January 1, 2022. The Peoria Problem-Solving Courts are located 40 miles away from Illinois State University, making each round-trip site visit 80 miles. Reimbursement for each 80 mile trip at the .585 rate is $46.80.

If weekly trips to the site are required, then there will be 17 trips at $46.80 per trip or $795.60 travel expenses per semester. Across the two semesters, the total travel costs are $1,591 (rounded to nearest $1).

FACILITIES ND ADMINISTRATION (INDIRECT)

Indirect costs are applied to the Modified Total Direct Cost base as per the University’s federally negotiated cost rate agreement of 48% to the amount of 19,017. = 9,128. A copy of the rate agreement can be made available.
### Evaluation of Peoria Problem Solving Courts
Cayuse Record 22-0196

<table>
<thead>
<tr>
<th>Project Personnel</th>
<th>Base Salary</th>
<th>FTE</th>
<th>Requested Salary</th>
<th>Fringe Benefits</th>
<th>TOTAL</th>
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<tr>
<td>PI: D. Beichner (Academic year)</td>
<td>85,419</td>
<td>0.15</td>
<td>12,813</td>
<td>4,613</td>
<td>17,425</td>
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<td><strong>Salary Total</strong></td>
<td><strong>12,813</strong></td>
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<td><strong>12,813</strong></td>
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<tr>
<td><strong>Fringe Total</strong></td>
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<td><strong>4,613</strong></td>
<td></td>
<td><strong>4,613</strong></td>
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<tr>
<td><strong>Personnel Total</strong></td>
<td></td>
<td></td>
<td><strong>17,425</strong></td>
<td></td>
<td><strong>17,425</strong></td>
</tr>
</tbody>
</table>

| TRAVEL | | |
| Domestic | | 1,591 | 1,591 |
| Foreign | | - | - |
| **Total Travel** | | 1,591 | 1,591 |

| TOTAL DIRECT COSTS | | |
| 19,016 | | **19,016** |

| MODIFIED TOTAL DIRECT COSTS (MTDC)* | | |
| 19,016 | | **19,016** |

| Facilities/Administrative Costs (F&A) | 48.0% | 9,128 | 9,128 |

| TOTAL COSTS | 28,144 | 28,144 |
SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement (“Agreement”) is between BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business through its Research and Sponsored Programs, Campus Box 3040, Normal, Illinois 60790-3040 (“UNIVERSITY”), and , organized and existing under the laws of Illinois with its principal offices at (“SPONSOR”). The parties may be referred to individually as “Party” and collectively as the “Parties.”

Whereas the Parties contemplate that the research to be performed under this Agreement will be of mutual interest and benefit;

Whereas the UNIVERSITY has determined that the research will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education;

Whereas, it is recognized that the UNIVERSITY conducts fundamental and open research and intends to publish and share the results of such research; and

Whereas SPONSOR, in recognition of the UNIVERSITY’S mission, will limit the amount of any export controlled Proprietary Information that is disclosed under this Agreement;

NOW, THEREFORE, the Parties agree:

1.0. THE RESEARCH

1.1. STATEMENT OF WORK. UNIVERSITY will use reasonable efforts to perform the research project titled Evaluation of Peoria Problem Solving Courts and more fully described in the statement of work attached to this Agreement as Exhibit A (“Research”).

1.2. REPORTS. UNIVERSITY will furnish to SPONSOR written progress reports of the Research in such detail that SPONSOR reasonably requests according to the following schedule: Final report due 60 days following end date.

1.3. PRINCIPAL INVESTIGATOR. The Principal Investigator who will direct the Research for UNIVERSITY is Dr. . If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR’s written approval. Either Party may terminate this Agreement in accordance with Section 3.5 if the Parties cannot agree on an acceptable successor within a reasonable time.

1.4. PERFORMANCE PERIOD. UNIVERSITY will perform the Research during the period 08/01/2022 through 05/31/2023 (“Performance Period”). The Parties may extend the Performance Period by written amendment.
1.5. **Equipment/Supplies.** Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

2.0. **Research Costs**

2.1. **Budget.** SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") described in Exhibit B ("Budget") that UNIVERSITY incurs in performing the Research. The F&A cost rate set forth in the Budget will remain in effect during the Performance Period. SPONSOR is not liable for costs other than the Research Costs described in the Budget, and UNIVERSITY is obligated to perform only the Research funded by SPONSOR.

2.2. **Payment Schedule.** SPONSOR will pay to UNIVERSITY the Research Costs in U.S. dollars as follows:

- [x] This is a cost-reimbursement agreement. No more frequently than quarterly, UNIVERSITY will submit invoices to SPONSOR evidencing the actual Research Costs incurred by UNIVERSITY in performing the Research. SPONSOR will pay the full amount due within 30 days from its receipt of an invoice with a total not exceeding $28,145.00.

- [ ] This is a fixed-price agreement. Within 30 days of the Effective Date, SPONSOR will pay UNIVERSITY $ and thereafter as follows: for total compensation of $.

2.3. **Remittance.** SPONSOR will pay UNIVERSITY by check made payable to "Illinois State University" and mailed to:

Illinois State University  
Research and Sponsored Programs  
Project Number: A##-#### *(This is referenced in the footer of this agreement)*  
Campus Box 3040  
Normal, Illinois 61790-3040 USA

3.0. **Effective Date and Termination**

3.1. **Effective Date.** This Agreement is effective on the date signed by the last of the Parties to sign this Agreement unless otherwise provided in this section as follows: 08/01/2022 *("Effective Date").*

3.2. **Expiration.** This Agreement will expire on the end date of the Performance Period, unless sooner terminated in accordance with this Section 3.

3.3. **Termination for Convenience.** Either Party may terminate this Agreement for convenience by providing 60 days advance written notice to the other Party.

3.4. **Termination For Breach.** Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

3.5. **Immediate Termination.** Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR’s failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

3.6. **Effect of Termination.** If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. For any other termination, SPONSOR will pay
UNIVERSITY for all Research Costs incurred through the termination date. Termination will not affect the Parties’ rights and obligations accrued prior to termination.

4.0. CONFIDENTIAL INFORMATION

4.1. CONFIDENTIALITY OBLIGATION. Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research ("Confidential Information"); provided, however, that:

i) Each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement.

ii) All Parties shall use Confidential Information only for the purpose for which the Confidential Information was disclosed.

iii) The UNIVERSITY intends to conduct the project as fundamental research under the export regulations such that the technical information generated by the UNIVERSITY qualifies as public domain under ITAR 120.105(5) and 120.11 or publicly available under the Export Administration Regulations, 15 C.F.R. 734(b)(3) and 734.7 – 734.11. The UNIVERSITY reserves the right to elect not to receive export controlled information, technical data or equipment. Prior to the transfer of any export controlled Confidential Information to the UNIVERSITY, the SPONSOR will notify the UNIVERSITY of the specific export control classification number of such export controlled Confidential Information. In the event Sponsor’s Confidential Information is determined by Sponsor to be export controlled, and the UNIVERSITY agrees to accept such Confidential Information, the Parties will develop and agree to a plan for receipt, use, and dissemination prior to disclosure or transfer.

iv) It is the responsibility of party sharing information to identify and define precisely the confidential, proprietary or restricted information being shared.

a. For written disclosures, the Party disclosing Confidential Information will mark the information “Confidential” at the time of disclosure.

b. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information “Confidential” at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure.

v) Except as provided in Section 6.2, each Party’s obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient’s access to disclosing Party’s Confidential Information; or (f) is required by law or court order to be disclosed.

4.2. RESPONSE TO INFORMATION REQUESTS. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to SPONSOR and will reasonably cooperate with SPONSOR to protect any SPONSOR Confidential Information.

5.0. PUBLICATION/PUBLIC PRESENTATIONS

5.1. Review Period. UNIVERSITY researchers may publish or publicly disclose research results without SPONSOR interference after providing SPONSOR a 30-day period for review and comment. Upon written
notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions (as defined below), the SPONSOR shall have the right to require removal of any Confidential Information from the proposed publication, other than Study results and background information required for publication. In addition, the University may also delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

5.2. **Copies of Publications.** UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Research.

5.3. **Acknowledgment.** Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

6.0. **Intellectual Property**

6.1. **Inventions.** “Inventions” means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees or solely by SPONSOR employees through significant use of UNIVERSITY resources (“UNIVERSITY Inventions”). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees (“SPONSOR Inventions”). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees (“Joint Inventions”).

6.2. **Confidentiality of Invention Disclosures.** UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Research and Sponsored Programs (RSP) office. SPONSOR shall treat all UNIVERSITY Invention disclosures as Confidential Information. Notwithstanding Section 4.1, SPONSOR’s obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

6.3. **Patents**

6.3.1. **Patent Filing.** UNIVERSITY may, at its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention. UNIVERSITY also will, at SPONSOR’s request and expense, file patent applications in the United States for UNIVERSITY or Joint Inventions. SPONSOR will make any such request to UNIVERSITY in writing and within 60 days of UNIVERSITY’s notice of Invention disclosure. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at SPONSOR’s expense and will give SPONSOR reasonable opportunity to comment.

6.3.2. **Foreign Filing Election.** SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

6.3.3. **Costs.** If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY Inventions, SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

6.4 **Licensing.** For any patent application on a UNIVERSITY Invention or Joint Invention, UNIVERSITY grants to SPONSOR (a) a non-exclusive, non-transferable, royalty-free license to practice the Invention for non-commercial purposes; and (b) the option to negotiate a royalty-bearing commercial license in a designated field of use and territory, which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY’s notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may license the Invention and its interest in the Joint Invention to third parties without further obligation to SPONSOR.
6.5. **BACKGROUND INTELLECTUAL PROPERTY.** Nothing in this Agreement grants to either Party any rights or interest in the other Party’s Background Intellectual Property. “Background Intellectual Property” means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement.

6.6. **CREATE Act.** The Parties agree by marking this box ☐ that this Agreement constitutes a “joint research agreement” as that term is defined by the Cooperative Research and Technology Enhancement Act of 2004, 35 U.S.C. § 103(c)(3). In the event of any Inventions, the Parties will reasonably cooperate in invoking the CREATE Act and its companion regulations to overcome an obviousness rejection of a patent application.

6.7. **GOVERNMENT SPONSORED RESEARCH.** The Parties agree by marking this box ☐ that pursuant to 37 CFR §401 the United States government may have some rights in the inventions and discoveries under the Agreement, which rights, if applicable, would include a non-exclusive, nontransferable paid up license to practice or have practiced for or on behalf of the United States the subject invention(s) throughout the world.

6.8. **COPYRIGHTS**

6.8.1. **OWNERSHIP.** Title to all original works of authorship created in performance of the Research and in which copyright may be claimed (“Copyrightable Works”) shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

6.8.2. **INTERNAL USE LICENSE.** UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works other than computer software and its documentation and informational databases for SPONSOR’s internal research purposes, provided that SPONSOR shall not have the right to distribute copies or derivative works to third parties. For UNIVERSITY-owned Copyrightable Works that are identified as a deliverable under the Statement of Work and in the nature of computer software (and its documentation) or informational databases, UNIVERSITY grants to SPONSOR for SPONSOR’s internal research purposes a royalty-free, non-transferable, non-exclusive license to use, reproduce, prepare derivative works, display and perform such Copyrightable Works.

7.0. **TANGIBLE RESEARCH PROPERTY**

“Tangible Research Property” (“TRP”) means those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research. For purposes of illustration, TRP may include items such as: biological materials, computer media, drawings and diagrams, integrated circuit chips, prototype devices, and equipment. UNIVERSITY shall hold title to all TRP produced by UNIVERSITY with UNIVERSITY resources; provided, however, that title to TRP identified as a deliverable under the statement of work will vest in SPONSOR upon delivery by UNIVERSITY.

8.0. **DISCLAIMER OF WARRANTIES**

UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

9.0. **LIMITATION OF/RELEASE FROM LIABILITY**

9.1. **LIMITATION OF LIABILITY.** UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST
REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND
REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING
NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR’S USE OF DATA,
INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR ANY OTHER RESEARCH RESULTS PROVIDED BY
UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2. RELEASE FROM LIABILITY. SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and
agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including
attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or
arising from SPONSOR’s use of data, Inventions, Copyrightable Works, TRP, or any other Research results provided by UNIVERSITY.

10.0. GENERAL PROVISIONS

10.1. FISCAL MANAGEMENT. UNIVERSITY will maintain complete and accurate accounting records in
accordance with accepted accounting practices for institutions of higher education. UNIVERSITY will make the
accounting records available for inspection and audit by SPONSOR or its authorized agent, at reasonable times
upon reasonable notice at SPONSOR’s expense for three years following the end of UNIVERSITY’s fiscal year
(July 1 - June 30) in which Research Costs are incurred.

10.2. COMPLIANCE. The parties agree to comply with all applicable with all applicable Federal, State and local
laws, rules, and regulations.

10.3. USE OF NAMES. Neither Party will use the name of the other in any form of advertising or publicity
without the express written permission of the other Party. SPONSOR shall seek permission from UNIVERSITY
by submitting the proposed use, well in advance of any deadline, to the University Marketing and
Communications, 109 Alumni Center, Campus Box 3420
Normal, IL 61790-3420, VOC (309) 438-8404, Fax: (309) 438-8411

10.4. RELATIONSHIP OF THE PARTIES. The Parties do not intend that any agency or partnership relationship be
created between them by this Agreement. Neither Party is agent, employee, legal representative, partner or
joint venturer of the other. Neither Party has the power or right to bind or commit the other.

10.5. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the

10.6. THIRD PARTY BENEFICIARIES. This Agreement does not create any rights, or rights of enforcement, in third
parties.

10.7. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement legally invalid or
unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement
and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision,
this Agreement will terminate upon 30 days’ written notice by one Party to the other Party.

10.8. MERGER. This Agreement and all attachments embody the entire understanding of the Parties and will
supersede all previous or contemporaneous communications, either verbal or written, between the Parties
relating to this Agreement. All terms and conditions of any instruments, including purchase orders, issued by
SPONSOR to facilitate payment under this Agreement are void, even though they may be issued after the signing
of this Agreement.

10.9. AMENDMENTS. No modification to this Agreement will be effective unless confirmed in a written
amendment signed by each Party’s authorized representative.
10.10. COUNTERPARTS. The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile signatures shall constitute original signatures for all purposes.

10.11. ASSIGNMENTS. This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

10.12. FORCE MAJEURE. Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

10.13. EXPORT CONTROL. Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

10.14. RESOLUTION OF DISPUTES. The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article 3.0.

10.15. SURVIVAL. All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

10.16. WAIVER. No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

10.17. NOTICES. Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: For matters related to the Sponsored Research Agreement:

Illinois State University
Research and Sponsored Programs
Campus Box 3040
Normal, Illinois 61790-3040
309-438-2528
ResearchOffice@ilstu.edu

SPONSOR:

Sponsor Name:
Contact Name:
Contact Title:
Address:
Address:
Email:
10.18. **AUTHORIZED SIGNATORIES.** Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

**THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY**

Craig C. McLauchlan  
Associate Vice President for Research and Graduate Studies  

**SPONSOR**

Name:  
Title:  

Optional:

**UNDERSTOOD AND AGREED:**

**Principal Investigator**  
Name: Dr. Dawn Beichner  
Title: Professor and Principal Investigator  

**Principal Investigator**  
Name:  
Title:  

Exhibit A
Statement of Work

See attached.
Exhibit B
Budget

See attached.
Exhibit C
Budget Justification

See attached.
PEORIA PROBLEM-SOLVING COURTS EVALUATION

SCOPE OF THE WORK

Dawn Beichner will be hired as a research consultant and tasked with developing and conducting an evaluation of the Peoria Problem-Solving Courts. Included within the Problem-Solving Courts are Drug (including a DUI track), Mental Health, and Veteran’s Courts. Although the planning of the project will not commence until Fall 2022, the evaluation will likely include data collection, observation of court proceedings, as well as interviews with court officials.

The timeline for the project is the Fall 2022 (beginning August 22, 2022 and ending December 16, 2022) and Spring 2023 (beginning January 17, 2023 and ending May 12, 2023) semesters.

Once the details of the evaluation are set, the research consultant will seek approval of the Illinois State University Institutional Review Board, before commencing with the project. The funding for the evaluation project is part of the court budget and is not provided by a grant or external entity.

Dawn Beichner will provide a comprehensive report, detailing the evaluation, as a deliverable.

PROBLEM-SOLVING COURT SUPERVISOR/COORDINATOR

Bill Blundell is the Problem-Solving Court Supervisor/Coordinator overseeing the evaluation. His email address is wblundell@peoria@peoriacounty.org

BUDGET JUSTIFICATION

| Salary, PI, D. Beichner (based on 15% academic year salary) | 12,813 |
| Fringe Benefits 36% associated with PI salary, at University standard of PI’s individual rate, including health insurance, life insurance, retirement benefits. | 4,613 |
| Total Personnel | 17,426 |
| Travel/transportation | 1,591 |
| Total Direct Costs = Personnel + Travel costs | 19,017 |
| Indirect/Facilities & Administrative Costs at 48% of 19,017 x .48 | 9,128 |
| Total Budget | 28,145 |

SALARY, FRINGE, AND FACILITIES & ADMINISTRATIVE COSTS
Dawn Beichner will work one day per week, excluding university closures, during the Fall 2022 and Spring 2023 semesters. The Criminal Justice Sciences (CJS) Chairperson has agreed to a .15 Full-time equivalent (FTE) for the project.

**TRANSPORTATION**

The mileage reimbursement rate for travel is .585, effective January 1, 2022. The Peoria Problem-Solving Courts are located 40 miles away from Illinois State University, making each round-trip site visit 80 miles. Reimbursement for each 80 mile trip at the .585 rate is $46.80.

If weekly trips to the site are required, then there will be 17 trips at $46.80 per trip or $795.60 travel expenses per semester. Across the two semesters, the total travel costs are $1,591 (rounded to nearest $1).

**FACILITIES ND ADMINISTRATION (INDIRECT)**

Indirect costs are applied to the Modified Total Direct Cost base as per the University’s federally negotiated cost rate agreement of 48% to the amount of 19,017. = 9,128. A copy of the rate agreement can be made available.
<table>
<thead>
<tr>
<th>Project Personnel</th>
<th>Base Salary</th>
<th>FTE</th>
<th>Requested Salary</th>
<th>Fringe Benefits</th>
<th>TOTAL</th>
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<tr>
<td>PI: D. Beichner (Academic year)</td>
<td>85,419</td>
<td>0.15</td>
<td>12,813</td>
<td>4,613</td>
<td>17,425</td>
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<td>Salary Total</td>
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<td>12,813</td>
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<td>12,813</td>
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<tr>
<td>Fringe Total</td>
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<td>4,613</td>
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<td>4,613</td>
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<tr>
<td>Personnel Total</td>
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<td>Domestic</td>
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<td>1,591</td>
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<tr>
<td>Foreign</td>
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<tr>
<td>Total Travel</td>
<td></td>
<td></td>
<td>1,591</td>
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<td>1,591</td>
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<tr>
<td>TOTAL DIRECT COSTS</td>
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<td></td>
<td>19,016</td>
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<td>19,016</td>
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<tr>
<td>MODIFIED TOTAL DIRECT COSTS (MTDC)*</td>
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<td></td>
<td>19,016</td>
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<td>19,016</td>
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<tr>
<td>Facilities/Administrative Costs (F&amp;A)</td>
<td>48.0%</td>
<td>9,128</td>
<td>9,128</td>
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<tr>
<td>TOTAL COSTS</td>
<td></td>
<td></td>
<td>28,144</td>
<td></td>
<td>28,144</td>
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</table>
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Approval of SFY23 Problem-Solving Courts Evaluation Contract

AMENDED RESOLUTION

WHEREAS, Peoria County operates four (4) Problem-Solving Courts (DUI, Drug, Veterans, and Mental Health); and

WHEREAS, the Problem-Solving Courts were originally certified by the Administrative Office of Illinois Court (AOIC) in 2016 and recertified in 2021; and

WHEREAS, the Peoria County Problem-Solving Courts requires an independent professional review of the courts adherence to best practices and participant outcomes every five (5) years; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that upon review and approval of the State’s Attorney’s Office, the Director of Court Services is authorized to execute a contract with Illinois State University for the professional evaluation of the Peoria County Problem-Solving Courts in the amount not to exceed $28,145.

RESPECTFULLY SUBMITTED,
PUBLIC SAFETY AND JUSTICE COMMITTEE

Date: July 14, 2022
ISSUE: Bid #18-01-22. Bid award for demolition of unsafe structures under the Illinois Housing Development Authority (IHDA) Strong Communities Program.

BACKGROUND/DISCUSSION:
The Illinois Housing Development Authority has awarded Peoria County $80,275.00 to assist with the demolition of unsafe, abandoned residential properties. Peoria County Finance, on behalf of the Planning and Zoning Office, solicited bids for demolition services of 7 structures. On May 9, 2022, a legal notice was published in the Peoria Journal Star and posted on pjstar.com. Bid documents were uploaded to BidNet. Eighty-Four (84) vendors matched the solicitation. Ten (10) vendors downloaded the documents, and One (1) vendor response was received.

As shown in the attached bid report, the total cost of the bids exceeds the amount of grant funding available. After discussion and pre-approval from the Illinois Housing Development Authority, the property at 20510 N Route 40 will not be included in the bid award due to the significant cost associated with demolition of this property. Inclusion of the bid of $33,285.28 in the grant award would eliminate the funding available for 2 other properties.

Staff would recommend the bid be awarded to Jimax Group for the 6 remaining properties, at a bid price of $77,093.53. Such bid price does not reflect any asbestos abatement which may be required.

Properties included in the bid award have been previously identified and prioritized as Unsafe Structures and/or Unfit for Human Occupancy as defined by the County’s adopted Property Maintenance Code. The properties have also been included in the Unsafe Structures monthly report to the Land Use Committee.

COUNTY BOARD GOALS:

HEALTHY VIBRANT COMMUNITIES

COMMITTEE ACTION: Approved (6-0) (Dr. Blair voted via teleconference)

PREPARED BY: Andrew Braun, Assistant Director
DEPARTMENT: Planning & Zoning
DATE: June 9, 2022
BID REPORT

TO: HONORABLE MEMBERS OF THE PEORIA COUNTY BOARD
SCOTT SORREL, PEORIA COUNTY ADMINISTRATOR
FROM: JIM SMITH, CPPO, CPPB PURCHASING AGENT
SUBJECT: BID # 18-01-22: DEMOLITION OF UNSAFE STRUCTURES
DATE: JUNE 3, 2022
CC: ANDREW BRAUN, PLANNING AND ZONING

This office, on behalf of the Planning and Zoning Office, solicited bids for demolition services. Bid documents were uploaded to BidNet. Eighty-Four (84) vendors matched the solicitation. Ten (10) vendors downloaded the documents, and One (1) vendor response was received. The attached tabulation represents all bids received and may only reflect a portion of the fee section of the bid document. Additional bid document information may be required in selecting a bidder. This report does not evaluate specification compliance.

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Company</th>
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</thead>
<tbody>
<tr>
<td>2305 Skyway RD</td>
<td>Jimax Peoria IL $8,308.44</td>
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<tr>
<td>1725 S East LN</td>
<td>Jimax Peoria IL $12,365.64</td>
</tr>
<tr>
<td>W Laura Rd</td>
<td>Jimax Peoria IL $22,280.25</td>
</tr>
<tr>
<td>17614 Beall ST</td>
<td>Jimax Peoria IL $16,524.38</td>
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<tr>
<td>20510 N Route 40</td>
<td>Jimax Peoria IL $33,285.28</td>
</tr>
<tr>
<td>1616 E Hendryx LN</td>
<td>Jimax Peoria IL $10,616.26</td>
</tr>
<tr>
<td>3317 W Latrobe ST</td>
<td>Jimax Peoria IL $6,998.56</td>
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<tr>
<td>Product</td>
<td>#Insertions</td>
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<tr>
<td>PEO Journal Star</td>
<td>1</td>
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<tr>
<td>PEO pjstar.com</td>
<td>1</td>
</tr>
</tbody>
</table>

**Total Order Confirmation** $26.00
LEGAL NOTICE
INVITATION TO BID
The County of Peoria is currently accepting bids for the following goods or services:
DEMOLITION OF UNSAFE STRUCTURES
Bid # 18-01-22
Pre-bid meeting:
May 25, 2022 at 10:00 am
Peoria County Courthouse
324 Main St. Room 401
Peoria, IL 61602
Bids will be received until:
June 2, 2022 at 2:00 p.m.
At the following location:
Peoria County Courthouse
Purchasing Office
324 Main Street, Room 501
Peoria, IL 61602
Bid documents and information may be obtained from the County website at https://www.bidnetdirect.com/illinois/peoriacounty
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Jimax Corp
Authorized Agent Name & Title: James Kosner, President
Contact Person: James Kosner
Company Address: 3545 SW Jimax Way
City, State Zip Code: Peoria, IL 61605
Daytime Telephone: 309-253-0192
Daytime Fax: 309-219-1918
Daytime E-Mail (if available): Jimax_jkosner@gmail.com
EEO Certificate of Compliance Num.: 03104230630

Addenda Received: Y

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent

06/01/2023

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
<table>
<thead>
<tr>
<th>Cost</th>
<th>Description</th>
<th>State</th>
<th>City</th>
<th>Address</th>
<th>Pin</th>
<th>Known Structures</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,998.56</td>
<td>HOUSE, DETACHED GARAGE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$10,444.24</td>
<td>HOUSE</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>$33,285.20</td>
<td>HOUSE, DETACHED GARAGE</td>
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<tr>
<td>$16,274.38</td>
<td>HOUSE</td>
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<td>$22,902.25</td>
<td>HOUSE</td>
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<tr>
<td>$12,365.69</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>$8,908.44</td>
<td>HOUSE, UTILITY SHED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please list any additional costs not included in the cost listed above.
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Land Use Committee does hereby recommend passage of the following Resolution:

RE: Bid Award for Demolition of Unsafe Structures; Bid #18-01-22

RESOLUTION

WHEREAS, bids were solicited and received with regard to providing demolition services to unsafe structures under the Illinois Housing Development Authority (IHDA) Strong Communities Program; and

WHEREAS, seven structures located in unincorporated Peoria County identified as unsafe structures and/or unfit for human occupancy were included in the bid solicitation; and

WHEREAS, eighty-four vendors matched the solicitation, ten vendors downloaded the documents, and 1 bid was received; and

WHEREAS, the property located at 20510 N Route 40 will not be included in the bid award due to the significant cost associated with demolition of this property, which would eliminate the funding available for 2 other properties, and

WHEREAS, your Committee met on June 20, 2022 to consider staff's recommendation for Bid #18-01-22, and voted to approve Jimax Group as the most responsible low bidder for the remaining 6 properties included in the bid report.

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County, that Jimax Group is hereby approved as contractor for Bid #18-01-22.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE
ISSUE: Amendment to Appendix A Building Permit Fee Schedule, Chapter 12 Building & Property Maintenance Code

BACKGROUND/DISCUSSION:
In January 2018, Peoria County adopted an Amendment to Appendix A Building Permit Fee Schedule, Chapter 12 Building & Property Maintenance Code, as it applies to solar energy equipment, ground mount or otherwise. Upon review of the fees for a potential development, it was identified that a scrivener’s error was made in the fee schedule amendment for Solar Energy Equipment building permit fees, specifically for those systems over 2000 kilowatts (kW).

The proposed amendment is consistent with the intent of Section 1.6 “Review Fees” of this ordinance, which requires that payment of fees as adopted by the County Board shall defray the costs incurred by the County in reviewing the application.

COUNTY BOARD GOALS:
- Effective Service Delivery
- Financial Stability

STAFF RECOMMENDATION: Approval

COMMITTEE ACTION: Approved (6-0) (Dr. Blair voted via teleconference)

PREPARED BY: Andrew Braun, Assistant Director
DEPARTMENT: Planning & Zoning
DATE: June 9, 2022
### SOLAR ENERGY EQUIPMENT

Kilowatts based on system maximum output on the load side of the inverter:

<table>
<thead>
<tr>
<th>Kilowatts (kW)</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>$250.00</td>
</tr>
<tr>
<td>11-50</td>
<td>$350.00</td>
</tr>
<tr>
<td>51-100</td>
<td>$500.00</td>
</tr>
<tr>
<td>101-500</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>501-1000</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>1000-2000</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Over 2000</td>
<td>$5,000.00 + $100 per 100 kW</td>
</tr>
</tbody>
</table>
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Land Use Committee does hereby recommend passage of the following Ordinance:

RE: Amendment to Appendix A Building Permit Fee Schedule, Chapter 12 Building & Property Maintenance Code

ORDINANCE

WHEREAS, the County of Peoria has adopted a fee schedule regarding the administration of the Peoria County Building & Property Maintenance Code, which fees are set forth in Appendix A of Chapter 12, Peoria County Code; and

WHEREAS, the proposed amended ordinance, attached hereto and incorporated herein, is based on a scrivener’s error made in the January 2018 fee schedule amendment for Solar Energy Equipment building permit fees, specifically for those systems over 2000 kilowatts (kW); and

WHEREAS, the proposed amended ordinance, attached hereto and incorporated herein, is consistent with practices and fees of various nearby municipalities in Central Illinois; and

WHEREAS, your Committee met on June 20, 2022 and recommended approving the attached amendments; and

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County that this 14th day of July, 2022, that Peoria County hereby adopts the attached amendment to Appendix A of Chapter 12 of the Peoria County Code, effective immediately.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE
ISSUE:
For RECOMMENDATION: IT Security Risk Assessment

BACKGROUND/DISCUSSION:
Peoria County Purchasing issued RFP #80-01-22 for an IT Security Risk Assessment on April 8, 2022, on behalf of Peoria County IT Services. According to the National Institute of Standards and Technology (NIST), “the goal of a risk assessment is for an organization to understand the cybersecurity risk to organizational operations, organizational assets, and individuals.” As set out by NIST, conducting a risk assessment, typically includes the following six steps:

- Identify and Document Asset Vulnerabilities
- Identify and Document Internal and External Threats
- Acquire Threat and Vulnerability information from External Sources
- Identify Potential Businesses Impacts and Likelihoods
- Determine Enterprise Risk by Reviewing Threats, Vulnerabilities, Likelihoods, and Impacts
- Identify and Prioritize Risk Responses.

The RFP issued by Peoria County requests a vendor to perform an IT Security Risk Assessment review that will address the following areas of the County’s IT Infrastructure:

1. Discovery
   a. Compliance Objectives
   b. Security Framework
      i. CJIS 5.9
      ii. NIST Cybersecurity Framework

2. Vulnerability Scans
   a. External Scans
   b. Internal Scans
   c. Vulnerability Management

3. Infrastructure
   a. Security Device Configuration Review
b. Network Segmentation and Configuration

c. Wireless Encryption and Segmentation

d. E-Mail Architecture Overview

e. Microsoft 365

4. Endpoints
   a. Server
   b. End User Workstations
   c. Antivirus, Antispyware, and Malware Prevention
   d. Mobile Device Management

5. Policies and Procedures
   a. Review Security Policies
   b. Password, User Rights, and Account Policy Review
   c. Threat Intelligence, Incident Response, and Forensics Review

6. Remote and Partner Access
   a. Business Partner Connections
   b. Remote Access
   c. Vendor Assessment
   d. Cloud Connectivity / Security

The Deliverables as defined in the RFP:

1. A findings Assessment document that details and demonstrates all threats and vulnerabilities that are identified in PDF format. A risk and severity level will be assigned for threats and vulnerabilities identified.

2. A risk analysis listing of recommendations based on risk severity, probability, cost, and scope of work. This should also include recommendations that address policy or procedural vulnerabilities in PDF format.

3. A Security Roadmap that lists the technology recommendations for the next 3 years and includes strategic direction in support of the Counties security infrastructure delivered as PDF and PowerPoint.

4. Executive Summary delivered as PDF and PowerPoint.

Nineteen (19) RFPs were received by the deadline on May 09, 2022, at 10:00AM, ranging in price from $15K - $168K. All proposals were scored based on the following criteria:

- Experience & Qualifications – 30 pts.
- Staff Qualification & Project Organization – 20 pts.
- Completeness of Response – 10 pts.
- References – 10 pts.
- Cost – 10 pts.

Janus Associates from Stamford, CT had the highest score with 97 points. Janus has been in business over 30 years and has experience in providing similar services for federal, state, and local governments. They met all the requirements of the RFP and provided state and local government references.

COUNTY BOARD GOALS:

| Infrastructure Stewardship | Effective Service Delivery |

STAFF RECOMMENDATION
Authorize the County Administrator to execute an agreement with Janus Associates contingent on States Attorney Office approval, to perform an IT Security Risk assessment based on the response to RFP #80-01-22 not to exceeded $71,123.

COMMITTEE ACTION: APPROVED 6/20/22 (4-0 VOTES) MS. PASTUCHA AND MR. RIEKER ABSENT

PREPARED BY: Mark Little, CIO
DEPARTMENT: IT Services DATE: 06/20/2022
TO: HONORABLE MEMBERS OF THE PEORIA COUNTY BOARD
SCOTT SORREL, PEORIA COUNTY ADMINISTRATOR
FROM: JIM SMITH CPPO, CPPB, PURCHASING AGENT
SUBJECT: RFP #80-01-22 IT SECURITY RISK ASSESSMENT
DATE: MAY 11, 2022
CC: MARK LITTLE, CHIEF INFORMATION OFFICER

This office, on behalf of IT Services, solicited proposals for IT Security Risk Assessment. This report does not evaluate compliance with the bid specifications. Nineteen (19) vendor responses were received.

<table>
<thead>
<tr>
<th>Responding Vendors</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ayana Technical Services Inc</td>
<td>Warrenville IL</td>
</tr>
<tr>
<td>BKD LLP</td>
<td>Little Rock AR</td>
</tr>
<tr>
<td>BlackBerry Corp</td>
<td>San Ramon CA</td>
</tr>
<tr>
<td>Bulletproof Solutions</td>
<td>Fairfax VA</td>
</tr>
<tr>
<td>Crowe LLP</td>
<td>Chicago IL</td>
</tr>
<tr>
<td>DeKind Computer Consultants</td>
<td>North Barrington IL</td>
</tr>
<tr>
<td>Enterprise Risk Management/DBA ERMProtect</td>
<td>Coral Gables FL</td>
</tr>
<tr>
<td>Fujitsu North America Inc</td>
<td>Richardson TX</td>
</tr>
<tr>
<td>Global Solutions Group Inc</td>
<td>Oak Park MI</td>
</tr>
<tr>
<td>Janus Associates</td>
<td>Stamford CT</td>
</tr>
<tr>
<td>MGT of America Consulting LLC</td>
<td>Tampa FL</td>
</tr>
<tr>
<td>Moss Adams LLP</td>
<td>Seattle WA</td>
</tr>
<tr>
<td>Pearl Technology</td>
<td>Peoria IL</td>
</tr>
<tr>
<td>Resultant</td>
<td>Indianapolis IN</td>
</tr>
<tr>
<td>RubinBrown LLP</td>
<td>St. Louis MO</td>
</tr>
<tr>
<td>Securance Consulting</td>
<td>Tampa FL</td>
</tr>
<tr>
<td>Sentinel Technologies Inc</td>
<td>Springfield IL</td>
</tr>
<tr>
<td>The Silicon BlackGroup LLC</td>
<td>Chicago IL</td>
</tr>
<tr>
<td>True North Consulting Group</td>
<td>Stillwater MN</td>
</tr>
</tbody>
</table>
LEGAL NOTICE
REQUEST FOR PROPOSAL

The County of Peoria is currently accepting proposals for the following goods or services:

IT SECURITY RISK ASSESSMENT
RFP # 80-01-22

Proposals will be received until:

May 9, 2022, at 2:00 p.m.

At the following location:
Peoria County Courthouse
Purchasing Office
324 Main Street, Room 501
Peoria, IL 61602

Bid documents and information may be obtained from the following link:
https://www.bidnetdirect.com/illinois/peoriacounty

SARAH BERTELSEN
Notary Public
State of Wisconsin
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: AYANA TECHNICAL SERVICES, INC.
Authorized Agent Name & Title: JERRY SPANGLER, CFO/CEO
Contact Person: JULIE ROBBINS
Company Address: 4355 WEAVER PARKWAY STE 330
City, State Zip Code: WARRNIVILLE, IL 60555
Daytime Telephone: 630.922.7002
Daytime Fax: 630.922.7002
Daytime E-Mail (if available): jrobbins@ayanatech.com
EEO Certificate of Compliance Num.: 

Addenda Received: 

✓ Attach statement that firm has sexual harassment and drug-free workplace policies in place.
✓ Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent  

Date 5-7-2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

**THIS BID SUBMITTED BY:**

**Company Name:**  
**Authorized Agent Name & Title:**  
**Contact Person:**  
**Company Address:**  
**City, State Zip Code**  
**Daytime Telephone:**  
**Daytime Fax:**  
**Daytime E-Mail (if available):**

**EEO Certificate of Compliance Num.:**

**Addenda Received:**

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

We have included our anti-harassment policy. In addition, it is BKD's policy to provide a drug- and alcohol-free environment and workplace as defined by the Drug-Free Workplace Act of 1998.

As stated earlier, BKD has the ability to meet the specified requirements of this invitation to bid.

---

Signature of Authorized Agent

May 9, 2022

Date

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

**DO NOT FAX OR EMAIL YOUR BIDS**
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

BlackBerry Corporation
Keith Bennett, Authorized Signing Officer

Aaron Kuck
3001 Bishop Drive, Suite 400
San Ramon, CA 94583

+1 925 242 5600
+1 925 242 5661
akuck@blackberry.com

Company Name:
Authorized Agent Name & Title:
Contact Person:
Company Address:
City, State Zip Code
Daytime Telephone:
Daytime Fax:
Daytime E-Mail (if available):
EEO Certificate of Compliance Num.:
Addenda Received: 1 2

Attach statement that firm has sexual harassment and drug-free workplace policies in place.
Attach statement of ability to meet the specified requirements of this invitation to bid.

May 5, 2022

Signature of Authorized Agent
Date

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Bulletproof Solutions, Inc.
Authorized Agent Name & Title: Chris Johnston, Chief Executive Officer
Contact Person: Melissa Aarskaug
Company Address: 3040 Williams Drive, Suite 510
City, State Zip Code Fairfax, VA 22031
Daytime Telephone: (702) 373-3520
Daytime Fax: (703) 206-9666
Daytime E-Mail (if available): Melissa.Aarskaug@bulletproofsi.com
EEO Certificate of Compliance Num.: 

Addenda Received: 1 2 

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

[Signature of Authorized Agent] 5/6/2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: 
Crowe LLP

Authorized Agent Name & Title: 
Mike Del Giudice | Principal

Contact Person: 
Mike Del Giudice | Principal

Company Address: 
225 West Wacker Drive, Suite 2600

City, State Zip Code 
Chicago, Illinois 60606

Daytime Telephone: 
630.575.4359

Daytime Fax: 
312.899.5300

Daytime E-Mail (if available): 
mike.delgiudice@crowe.com

EEO Certificate of Compliance Num.: 01131-081231

Addenda Received: 1 2

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent
May 9, 2022 
Date

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

**THIS BID SUBMITTED BY:**

<table>
<thead>
<tr>
<th>DeKind Computer Consultants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeremy Cummings- Business Development Executive</td>
</tr>
<tr>
<td>Jeremy Cummings</td>
</tr>
<tr>
<td>106 S. Wynston Park Drive, Suite 104</td>
</tr>
<tr>
<td>North Barrington, IL 60010</td>
</tr>
<tr>
<td>847 838 5200 ext 1013</td>
</tr>
<tr>
<td>847 838 5212</td>
</tr>
<tr>
<td><a href="mailto:Jeremy@DeKind.com">Jeremy@DeKind.com</a></td>
</tr>
<tr>
<td>Application Pending</td>
</tr>
</tbody>
</table>

Addenda Received:  No. 1  No. 2

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent  5/5/2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

**DO NOT FAX OR EMAIL YOUR BIDS**
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

**THIS BID SUBMITTED BY:**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Enterprise Risk Management, Inc. dba ERMProtect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Agent Name &amp; Title:</td>
<td>Silka M Gonzalez, President</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Bruce Yasukochi</td>
</tr>
<tr>
<td>Company Address:</td>
<td>800 S Douglas Road, North Tower Suite 940</td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>Coral Gables, Florida 33134</td>
</tr>
<tr>
<td>Daytime Telephone:</td>
<td>(305) 447-6750</td>
</tr>
<tr>
<td>Daytime Fax:</td>
<td>None.</td>
</tr>
<tr>
<td>Daytime E-Mail (if available):</td>
<td><a href="mailto:byasukochi@ermprotect.com">byasukochi@ermprotect.com</a></td>
</tr>
<tr>
<td>EEO Certificate of Compliance Num.:</td>
<td>EEO Certification Number 03732-230630</td>
</tr>
</tbody>
</table>

Addenda Received: 1  2

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent: [Signature]

May 9, 2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

**DO NOT FAX OR EMAIL YOUR BIDS**
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Fujitsu North America, Inc.
Authorized Agent Name & Title: Stephen Clark, Head of Customer Service Management
Contact Person: Erik Olson
Company Address: 2821 Telecom Pkwy
City, State Zip Code: Richardson TX, 75082
Daytime Telephone: 630-803-5677
Daytime Fax: N/A
Daytime E-Mail (if available): erik.olson@fujitsu.com
EEO Certificate of Compliance Num.: Application in Progress

Addenda Received: Q&A Doc 1 Q&A Doc 2

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent

May 9, 2022

Date

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

**THIS BID SUBMITTED BY:**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Global Solutions Group, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Agent Name &amp; Title:</td>
<td>Lisa Salvador, Vice President</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Lisa Salvador, Vice President</td>
</tr>
<tr>
<td>Company Address:</td>
<td>25900 Greenfield Road, Suite 220</td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>Oak Park, MI 48237</td>
</tr>
<tr>
<td>Daytime Telephone:</td>
<td>248-291-5440(O), 313-333-0188(M)</td>
</tr>
<tr>
<td>Daytime Fax:</td>
<td>None</td>
</tr>
<tr>
<td>Daytime E-Mail (if available):</td>
<td><a href="mailto:lisas@globalsolgroup.com">lisas@globalsolgroup.com</a></td>
</tr>
<tr>
<td>EEO Certificate of Compliance Num.:</td>
<td>Per QA, this is not required until award.</td>
</tr>
</tbody>
</table>

Addenda Received: Q/As 1  Q/As 2

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

GSG acknowledges that we have sexual harassment and drug-free workplace policies in our place.

GSG acknowledges that we have ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent  May 5, 2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
REQUIRED COUNTY FORMS

Signature Sheet

County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: JANUS Software, Inc., d/b/a JANUS Associates
Authorized Agent Name & Title: Patricia A. P. Fisher, President & CEO
Contact Person: Patricia A. P. Fisher
Company Address: 2 Omega Drive
City, State Zip Code: Stamford, CT 06907
Daytime Telephone: 203-251-0200
Daytime Fax: 203-251-0222
Daytime E-Mail (if available): patfisher@janusassociates.com
EEO Certificate of Compliance Num.: N/A

Addenda Received: 1 2

Attach statement that firm has sexual harassment and drug-free workplace policies in place.
Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent  May 6, 2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: MGT of America Consulting, LLC
Authorized Agent Name & Title: Patrick J. Dyer, Vice President
Contact Person: Allon Kizziah, Executive Vice President, Technology Solutions
Company Address: 4320 West Kennedy Boulevard, Ste 200
City, State Zip Code: Tampa, Florida 33609
Daytime Telephone: 888.302.0899
Daytime Fax: 850.385.4501
Daytime E-Mail (if available): Proposals@mgtconsulting.com
EEO Certificate of Compliance Num.: Not Applicable

Addenda Received: 04/13/2022 04/29/2022

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent 05/05/2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS

9
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

**THIS BID SUBMITTED BY:**

Company Name: Moss Adams LLP

Authorized Agent Name & Title: Troy Hawes, Managing Director

Contact Person: Same

Company Address: 999 Third Avenue, Suite 2800

City, State Zip Code: Seattle, WA 98104

Daytime Telephone: (206) 302-6529

Daytime Fax:

Daytime E-Mail (if available): troy.hawes@mossadams.com

EEO Certificate of Compliance Num.: N/A Will Submit if awarded.

Addenda Received: X X

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent 5/5/22 Date

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

**DO NOT FAX OR EMAIL YOUR BIDS**
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Pearl Technology LLC
Eric English - Account Executive
Eric English
1003 E. Toledo Ave
Peoria Heights, IL, 61616
309.433.0374
eric/english@pearltechnology.com
Awaiting 2022 EEO Certificate

Addenda Received: __________ ________ ________ ________

Attach statement that firm has sexual harassment and drug-free workplace policies in place. See Appendix A
Attach statement of ability to meet the specified requirements of this invitation to bid. See Appendix A

Signature of Authorized Agent  5/4/2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

**This Bid Submitted By:**

- **Company Name:** Resultant, LLC
- **Authorized Agent Name & Title:** Ryan Schebler, CRO
- **Contact Person:** Lisa Kabat
- **Company Address:** 111 Monument Circle, Suite 202
  Indianapolis, IN 46204
- **City, State Zip Code:**
- **Daytime Telephone:** 507-722-1766
- **Daytime Fax:** N/A
- **Daytime E-Mail (if available):** lkubat@resultant.com
- **EEO Certificate of Compliance Num.:** JH48082

Addenda Received: Q&A Document 1 Q&A Document 2

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent: Ryan Schebler, CRO
Date: May 5, 2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>RubinBrown LLP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Agent Name &amp; Title:</td>
<td>Robert Rudloff, CISSP-ISSMP, Partner</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Robert Rudloff</td>
</tr>
<tr>
<td>Company Address:</td>
<td>1 N Brentwood, Suite 1100</td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>St. Louis, MO 63105</td>
</tr>
<tr>
<td>Daytime Telephone:</td>
<td>303.590.8770</td>
</tr>
<tr>
<td>Daytime Fax:</td>
<td></td>
</tr>
<tr>
<td>Daytime E-Mail (if available):</td>
<td><a href="mailto:rob.rudloff@rubinbrown.com">rob.rudloff@rubinbrown.com</a></td>
</tr>
<tr>
<td>EEO Certificate of Compliance Num.:</td>
<td></td>
</tr>
</tbody>
</table>

Addenda Received: RWR RWR

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent

Date: May 9, 2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Securance Consulting
Authorized Agent Name & Title: Paul Ashe, President
Contact Person: Ellen Anderson, Government Contract and Proposal Manager
Company Address: 13904 Monroes Business Park
City, State Zip Code: Tampa, FL 33635
Daytime Telephone: 877.578.0215
Daytime Fax: 813.328.4465
Daytime E-Mail (if available): eanderson@securanceconsulting.com
EEO Certificate of Compliance Num.: 

Addenda Received: 4.13.2022 4.29.2022

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent: [Signature]
Date: 5.6.2022

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

**THIS BID SUBMITTED BY:**

Company Name: Sentinel Technologies, Inc.
Authorized Agent Name & Title: Tim Hill CFO/Co-President
Contact Person: Jack Schoonover
Company Address: 3201 West White Oaks Dr. Suite 205
City, State Zip Code: Springfield, IL 62704
Daytime Telephone: 217-652-5006
Daytime Fax: 630-769-1399
Daytime E-Mail (if available): jschoono@sentinel.com
EEO Certificate of Compliance Num.: 

Addenda Received: 

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

---

Signature of Authorized Agent

5/6/2022  Date

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

**DO NOT FAX OR EMAIL YOUR BIDS**
Appendix C: Signature Sheet

County of Peoria Signature Sheet

Execution of this Form certifies understanding and compliance with the total bid package.

This Form shall be completed for this bid to be evaluated.

Please print or type:

This Bid Submitted By:

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>The Silicon BlackGroup, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Agent Name &amp; Title:</td>
<td>EVP, Team Principal</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>DeWayne Cassel</td>
</tr>
<tr>
<td>Company Address:</td>
<td>110 W. Superior St.</td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>Chicago, IL 60654</td>
</tr>
<tr>
<td>Daytime Telephone:</td>
<td>312-489-8509</td>
</tr>
<tr>
<td>Daytime Fax:</td>
<td></td>
</tr>
<tr>
<td>Daytime E-Mail (if available)</td>
<td><a href="mailto:dcassel@siliconblackgroup.com">dcassel@siliconblackgroup.com</a></td>
</tr>
<tr>
<td>EEO Certificate of Compliance Num.:</td>
<td>03731-230630</td>
</tr>
<tr>
<td>Addenda Received:</td>
<td>Q&amp;A1 Q&amp;A2</td>
</tr>
</tbody>
</table>

Attach statement that firm has sexual harassment and drug-free workplace policies in place.
SBG has a documented sexual harassment and drug-free workplace policy.

Attach statement of ability to meet the specified requirements of this invitation to bid.
SBG declares that we have the ability to meet the specific requirements outlined in this bid.

DeWayne Cassel
Signature of Authorized Agent
05/04/2022
Date

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>True North Consulting Group, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Agent Name &amp; Title:</td>
<td>Mike Indergard, Director of Strategic Planning</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Rick Anderson</td>
</tr>
<tr>
<td>Company Address:</td>
<td>140 Third Street South</td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>Stillwater, MN 55082</td>
</tr>
<tr>
<td>Daytime Telephone:</td>
<td>(651) 705-1249</td>
</tr>
<tr>
<td>Daytime Fax:</td>
<td>None</td>
</tr>
<tr>
<td>Daytime E-Mail (if available):</td>
<td><a href="mailto:rick.anderson@tneg.com">rick.anderson@tneg.com</a></td>
</tr>
<tr>
<td>EEO Certificate of Compliance Num.:</td>
<td></td>
</tr>
</tbody>
</table>

Addenda Received: 1 2

04/13/22 04/29/22

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent 05/04/2022

Peoria County reserves the right to reject any and all bids, to wave technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your County Operations Committee does hereby recommend passage of the following Resolution:

RE:  IT Security Risk Assessment

RESOLUTION

WHEREAS, Peoria County Purchasing Division issued RFP #80-01-22 for a IT Security Risk Assessment; and

WHEREAS, Peoria County Purchasing Division received nineteen (19) vendor responses; and

WHEREAS, 19 proposals were scored; and

WHEREAS, Peoria County IT is recommending Janus Associates bid of $71,123.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, the County Administrator is authorized to execute an agreement with Janus Associates contingent on State’s Attorney Office approval, for an IT Security Risk Assessment not to exceed $71,123.

RESPECTFULLY SUBMITTED,
COUNTY OPERATIONS COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure  
LINE ITEM: 19741977738-54303 – Dewberry 
LINE ITEM: 19741977738-53009 – Risk Reserve  
MEETING DATE: 06/20/2022  
AMOUNT: $148,500  
ISSUE: Peoria County Public Defender and IT Services Remodel - Architecture and Engineering Services

BACKGROUND/DISCUSSION:

In 2018 Dewberry was contracted by Peoria County to perform a facility utilization analysis. The purpose of that analysis was to study the current use of space within 6 facilities and make recommendations for the more efficient and effective use of this space. Two of the recommendations were the relocation of the Public Defender to the old County Recorder’s Office and renovation of the current IT Services space.

**Public Defender**
The current staff within the Public defender’s office are currently scattered across the courthouse. The department would benefit from consolidating into one ADA accessible location. The addition of new full-time employees requires a much larger single space with individual offices, meeting space, and security.

The former County Recorder’s office is vacant and could accommodate the accessible private offices, conference room, and secure reception that the Public Defender’s Office requires. The location is still in close proximity to the courts, and power, data, and mechanical infrastructure is in place.

**IT Services**
The IT department has sufficient space, although it isn’t designed to meet the department needs. A renovation of the exiting space to better connect staff, improve access to storage, and separate the computer room from office functions is needed. Currently only two of the four IT Managers have office, the other two are in cubicles. Additionally, nearly half of the staff are located in cubicles within the climate-controlled computer room.

New furniture and a new layout would allow the department to create an update office environment that is better suited to the work the staff performs. The IT offices would also benefit from a direct connection to the IT storage room. By eliminating the wall between spaces, employees could access the equipment from the storage area without having to leave the office. The joining of the spaces will include enclosing and reducing in size of the current computer room. In addition, the current fire suppression system would be decommissioned and replaced.

In February of 2022 a contract was signed with Dewberry to provide a study of the IT and Public Defender departments currently located in the Peoria County Courthouse. Dewberry worked with both departments to determine the feasibility of moving and renovating the current spaces. At the completion of the study Dewberry will use the information and approved schematic plans to move forward into full design and construction documents.

**COUNTY BOARD GOALS:**

**STAFF RECOMMENDATION:**
Authorize the County Administrator to negotiate and execute a contract with Dewberry of Peoria, Illinois contingent on legal approval, for architecture and engineering services for the proposed renovations to the IT Services and Public Defenders departments at the Peoria County Courthouse not to exceed $148,500.

**COMMITTEE ACTION:** Approved 6/20/22 (4-0 votes) Ms. Pastucha absent

**PREPARED BY:** Mark Little, Chief Information Officer
**DEPARTMENT:** IT Services
**DATE:** 06/20/2022

96
A. Method of Payment and Contract Amount

Total lump sum for Dewberry’s Services: $138,250 in accordance with the terms as included in the Attachments to this Agreement.

The standard billing rate schedule (Attachment A, dated 5.1.22) are attached hereto and made a part of this Agreement.

B. Terms and Conditions

The standard terms and conditions (Attachment B Standard Terms and Conditions, dated 1/17) for Dewberry’s Services are attached hereto and made a part of this Agreement.

C. Description of Services

Dewberry will provide architecture and engineering services for the proposed renovations to the I.T. Department and Public Defenders department of the Peoria County Courthouse. The renovated IT department and Public Defender department will be located on the lower level of the Courthouse, in two separate suites. Dewberry has previously conducted a pre-design study phase and has Owner sign off on the plans which will be used to move into the design development and construction documents phase. Our fee is based on the approved predesign plans. Dewberry bases this proposal on all work completed in one project, not phased work, and bid in one package for both departments to (1) awarded general contractor. The County will bid the work, award the work, and issue contracts to the awarded general contractor.

The scope of work is further described below in Attachment C.

Services covered by this Agreement will be performed in accordance with the Attachments referenced above. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties. Dewberry will not be required to render services until this Agreement is signed, returned and the applicable retainer, if appropriate, is paid in full. Dewberry is an equal opportunity employer and, as such, complies with Section 202 of Executive Order 11246 as amended.

Authorized Signatures

DEWBERRY

Date: 06/13/22

Tracy Coker, Associate Principal

CLIENT

Date: 

Scott Sorrel

Peoria County

324 Main Street, Room 502

Peoria IL 61602

Billing address
# Standard Hourly Billing Rate Schedule

## Dewberry

<table>
<thead>
<tr>
<th>Professional</th>
<th>Hourly Rates</th>
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<tbody>
<tr>
<td>Principal</td>
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<tr>
<td>Architect I,II,III</td>
<td>$100.00, $120.00, $135.00</td>
</tr>
<tr>
<td>Architect IV,V,VI</td>
<td>$150.00, $170.00, $190.00</td>
</tr>
<tr>
<td>Architect VII,VIII,IX</td>
<td>$210.00, $230.00, $255.00</td>
</tr>
<tr>
<td>Interior Designer I,II,III,IV</td>
<td>$92.00, $110.00, $125.00, $150.00</td>
</tr>
<tr>
<td>Engineer I,II,III</td>
<td>$115.00, $130.00, $150.00</td>
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<tr>
<td>Engineer IV,V,VI</td>
<td>$165.00, $185.00, $215.00</td>
</tr>
<tr>
<td>Engineer VII,VIII,IX</td>
<td>$240.00, $255.00, $280.00</td>
</tr>
<tr>
<td>Geographer/GIS I,II,III</td>
<td>$90.00, $105.00, $120.00</td>
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<tr>
<td>Geographer/GIS IV,V,VI</td>
<td>$140.00, $160.00, $175.00</td>
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<td>Geographer/GIS VII,VIII,IX</td>
<td>$200.00, $230.00, $270.00</td>
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<td>Professional I,II,III</td>
<td>$100.00, $120.00, $140.00</td>
</tr>
<tr>
<td>Professional IV,V,VI</td>
<td>$165.00, $180.00, $195.00</td>
</tr>
<tr>
<td>Professional VII,VIII,IX</td>
<td>$215.00, $240.00, $265.00</td>
</tr>
</tbody>
</table>

## Technical

| Designer I,II,III | $110.00, $130.00, $150.00 |
| Designer IV,V,VI | $170.00, $190.00, $210.00 |
| CAD Technician I,II,III,IV,V | $80.00, $100.00, $120.00, $135.00, $165.00 |
| Surveyor I,II,III | $68.00, $83.00, $98.00 |
| Surveyor IV,V,VI | $112.00, $125.00, $140.00 |
| Surveyor VII,VIII,IX | $160.00, $185.00, $220.00 |
| Technical I,II,III | $85.00, $100.00, $120.00 |
| Technical IV,V,VI | $130.00, $145.00, $165.00 |

## Emergency Management

| Emergency Management I, II, III | $80.00, $100.00, $130.00 |
| Emergency Management IV, V, VI | $165.00, $215.00, $280.00 |

## Construction

| Construction Professional I,II,III | $125.00, $150.00, $180.00 |
| Construction Professional IV,V,VI,VII | $200.00, $230.00, $265.00, $300.00 |
| Inspector I,II,III | $85.00, $110.00, $130.00 |
| Inspector IV,V,VI,VII | $150.00, $165.00, $190.00, $220.00 |

## Survey Field Crews

| Fully Equipped 1, 2, 3, 4 Person Crews | $145.00, $175.00, $220.00, $265.00 |
| With Laser Scanner 1, 2 Person | $195.00, $225.00 |

## Administration

| Admin Professional I,II,III,IV,V | $70.00, $90.00, $115.00, $145.00 |
| Non-Labor Direct Costs | Cost + 15% |

**Company Confidential and Proprietary**
ATTACHMENT B
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (“STCs”) are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the “Agreement”) between Dewberry (“we” or “us” or “our”) and its client (“you” or “your”) for the performance of services as defined in our proposal (“Services”). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. Period of Offer. Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.

2. Scope of Services. For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly provides, in no event do we have any obligation or responsibility for:

   a. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
   b. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.
   c. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
   d. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
   e. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.

3. Your Oral Decisions. Our warranty, of our directors, officers, partners, members, managers, employees or agents having any authority from you, may orally:

   a. Make decisions relating to Services or the Agreement;
   b. Request a change in the scope of Services under the Agreement; or
   c. Request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.

4. Proprietary Rights. The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).

5. Fees and Compensation. If you request us to render Services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such Services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed upon in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such Services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index—Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.

6. Period of Services. The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project and the timely completion of our Services. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.

7. Reimbursable Expenses. Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.

8. Payment Terms. We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.

9. Information from You and Public Sources. You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, “Information”). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, “Public Information”). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals, and decisions, as required for the orderly progress of the Services.

10. Plan Processing. We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.
11. Meetings and Conferences. To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

12. Your Claims. You release us from, and waive, all claims of any nature for and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
   a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
   b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
   c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdictional local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
   d. We shall have 60 days from receipt of your expert’s written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination. You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we will have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.

14. Termination. Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.

15. Payment of Other Professionals. If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.

16. Assignment and Third-Party Beneficiaries. Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.

17. Applicable Law and Forum Selection. The Commonwealth of Virginia’s laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, “Courts”) shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

18. Arbitration of Our Claims for Compensation. Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You may not have or maintain any claim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.

19. Severability. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party’s rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

20. Limitations on Liability. In consideration of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damage, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 20 in the event of our sole negligence.

21. Integration Clause. The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

22. Notice. Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.
I.T. DEPARTMENT AND PUBLIC DEFENDER REMODELING

Scope of Services:
Dewberry will provide architecture and engineering services for the proposed renovations to the I.T. Department and Public Defenders department of the Peoria County Courthouse. The renovated IT department and Public Defender department will be located on the lower level of the Courthouse, in two separate suites. Dewberry has previously conducted a pre-design study phase and has Owner sign off on the plans which will be used to move into the design development and construction documents phase. Our fee is based on the approved predesign plans. Dewberry bases this proposal on all work completed in one project, not phased work, and bid in one package for both departments to (1) awarded general contractor. The County will bid the work, award the work, and issue contracts to the awarded general contractor.

Design Development and Construction Phase:

1. Design Phase
   a. Initial coordination with Engineering disciplines.
   b. Develop reflected ceiling plans.
   c. Model demolition components and provide documentation of the same.
   d. Model new construction.
      i. Walls
      ii. Ceilings
      iii. Doors and glazed frames
      iv. Casework
      v. Mechanical systems
      vi. Electrical systems
      vii. Plumbing systems
   e. Coordinate with any County provided fixtures, furniture, and equipment.
   f. Develop interior finish schemes for review and comment by the County.
   g. Design Mtg No. 1 – review developed design and interior finish selections with the County to get their direction.
   h. Perform quality review and coordination checks.
   i. Design Mtg No. 2 – review developed design and interior finish selections with the County to get their direction
   j. Design Submission – submit Design documents for review and approval.
   k. Receipt of County review comments and approval to proceed to Construction Documentation Phase.

2. Construction Documentation Phase
   a. Develop architectural, mechanical, electrical, and plumbing construction plans, sections, details, and schedules.
      i. Coversheet and Drawing Index.
      ii. Code Plan.
      iii. Floor Plans.
      iv. Dimension and Wall Type Plan.
      v. Reflected Ceiling Plans.
      vi. Interior and Casework Elevations.
      vii. Interior Door, Door Hardware, and Frame Schedule, and Elevations.
      viii. Construction Details.
      ix. Schedules.
   b. Develop project manual specifications.
      i. Coordinate front end specifications for procurement and contracting and general requirements with County.
      ii. Develop technical specification sections including Door Hardware specifications.
   c. Perform quality review and coordination checks.
   d. Construction Document Submission – submit Construction Documentation submission for final review and approval.
   e. Incorporation of County’s final review comments.
   f. Develop opinion of probable cost.
**Engineering Services:**

a) Fire Protection  
   a. Fire Protection suppression system for IT Room only.  
   b. Demolition plan  
   c. New work will be described with a performance specification for the new system in the remodeled area within IT.

b) Plumbing  
   a. Add sink to Public Defender Office suite and IT Break Room.

c) HVAC  
   a. Revise existing supply and return ductwork as required to accommodate the new architectural layout.  
   b. Relocation of two (2) existing computer room units.  
   c. Relocate fan coil unit in IT Storage room.

d) Electrical  
   a. Provide new electrical plans  
   b. Replace existing 2 x 2 U-Tube light fixtures,  
   c. Replace existing 1 x 1 metal pan ceiling tiles, and 1 x 4 light fixtures.  
   d. Replace existing florescent 2 x 4 light fixtures with LED fixtures (along with the new ceiling tile).  
   e. Provide lighting controls for compliance with currently enforced energy conservation code.  
   f. Provide new receptacle layout to accommodate new architectural floor plan.

e) Technology  
   a. Revise access control for controlled entry into restricted areas in the facility. Security levels will be assigned to all staff that will determine authorized access by time, date, and secured opening location. Controlled ingress will be deployed for secured Owner-defined restricted areas inside the facility. All transaction data of authorized and unauthorized movement within the facility will be recorded and available for record output.  
   b. The Structured Cabling System scope of work shall include ANSI/EIA/TIA Standards Compliant cabling systems (Category 6, fiber, etc.), Work Are Outlet (WAO) floor plans, cable tray distribution, This Scope of Work includes technical specification writing, detailed CAD drawing development, coordination of WAO placement and furniture design, review of proposals and shop drawings submittals, final inspection and approval of certified structured cabling system testing for 20-year warranty.

f) Code compliance  

g) Site Survey of existing conditions  

h) Opinion of probable cost  

i) Specifications  

j) Includes (2) total meetings with the Users/ County

**Deliverables to be provided will include the following:**

1. Plumbing Plans and Specifications  
2. HVAC Plans and Specifications  
3. Electrical Plan and Specifications  
4. Technology Plan and Specifications  
5. Estimate of probable construction costs

**Bidding Phase:**  
Dewberry shall attend a pre-bid and bid opening meeting facilitated by the County Purchasing team. During the bidding phase Dewberry will receive, document and answer questions in writing in the form of addenda. All bidders will be given the same information from which to bid. The bid opening will be executed as desired by the County. Following the bid opening Dewberry will provide a written recommendation for the County’s consideration.

**Construction Administration Phase:**  
Dewberry shall provide the following services during the construction phase:

1. Dewberry shall visit the site no more than (3) times at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the work completed, and to determine if the work
observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, Dewberry shall keep the Client reasonably informed about the progress and quality of the portion of the work completed, and report to the Client (1) observed deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) apparent defects and deficiencies observed in the work.

2. Dewberry shall review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings and Product Data and Samples.

3. Dewberry shall review and respond to requests for information about the Contract Documents. If appropriate, Dewberry shall prepare and issue supplemental Drawings and Specifications in response to requests for information

4. As required, Dewberry shall prepare Change Orders and Construction Change Directives in accordance with the Contract Documents.

5. Dewberry shall conduct (1) inspection to determine the date or dates of Substantial Completion and the date of final completion and prepare information to issue Certificates of Substantial Completion and a final Certificate for Payment based upon a final inspection indicating the work complies with the requirements of the Contract Documents.

6. Dewberry will not schedule, conduct or take meeting minutes for any project progress meetings with the contractor or its subs. If Dewberry is requested to attend, we will attend and invoice hourly for these additional meetings.

Direct Expenses shall be in addition to the Stipulated Sum fees and invoiced at 1.5 multiplier by Dewberry Architects Inc.

Limitations / Exclusions

1. Estimated construction and project costs will not include: moving costs, document scanning, furniture dealer services/costs.

2. Revisions to the facility structure that would require the engineering efforts of a license structural engineer.

3. CCTV system planning and design

4. Intercom System/mass notification system planning and design

5. Audio/Visual system planning and design.

6. Telephone/unified communications system planning and design

7. Distributed antenna systems for cellular and emergency radio systems planning and design

8. Project progress meetings with the contractors during Construction phase or tasks associated with progress meetings.

9. Phased work for the project including design time and drawings

10. Value Engineering services

11. Dewberry will be afforded timely access to the lease space for the purposes of observing and recording existing conditions configurations.

12. Any existing documents, which represent the existing conditions, will be provided to Dewberry for temporary use.

13. Any code required third party construction phase testing will be specified by Dewberry and provided by the Owner or Tenant.

14. Design work will be able to be performed in a contiguous manner without work stoppages or delays and according to a workflow efficient for Dewberry and its consultants.

15. Proposal assumes all work will be completed within one year from execution of contract (including project closeout activities).

16. Any work required that is for the betterment of the entire facility to the benefit of the building owner is excluded from this scope of work. This work may include upgrades to the building envelop (exterior doors, windows, walls, and roof), site work, utilities (electric, natural gas, communications, technology, and water), restrooms common to the entire facility, and rooftop units that service the entire facility.

17. Existing materials testing and/or destructive exploration of existing conditions are not included.

18. Existing exterior building envelope performance evaluations are not included.

19. Hazardous materials related services are not included. Refer to Attachment B, Section 13.

20. Furniture specifications are not included.

21. Interior signage specifications are not included.

22. Fire Protection Systems design beyond what is outlined above for the IT room.

23. Zoning interpretations and/or representations on the County or Owner’s behalf is not included.

24. Construction permits: Permitting, including applications, will be the responsibility of the Contractor.
25. Opinions of probable construction costs will be based on the firm’s experience and qualifications and represents our judgment as Design Professionals. Dewberry makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

Available Additional Services (not included in fee proposal)

While currently excluded from the proposed scope of services, Dewberry can include any of the following as additional services. Additional services will be performed on a time and material basis using standard hourly rates or for a negotiated fee.

1. Owner total project budget development.
2. Detailed construction cost estimates based on Uni-format breakdown.
3. Owner design meetings beyond the limit identified above.
4. Color renderings, animations, and physical models.
5. Design associated with upgrades to systems common to the entire facility.
TO THE HONORABLE COUNTY BOARD  
COUNTY OF PEORIA, ILLINOIS  

Your Infrastructure Committee does hereby recommend passage of the following Resolution:

RE: Peoria County Public Defender and IT Services Remodel - Architecture and Engineering Services

RESOLUTION

WHEREAS, in 2018 Dewberry was contracted by Peoria County to perform a facility utilization analysis. The purpose of that analysis was to study the current use of space within 6 facilities and make recommendations for the more efficient and effective use of this space. Two of the recommendations were the relocation of the Public Defender to the old County Recorder’s Office and renovation of the current IT Services space; and

WHEREAS, the current staff within the Public Defender’s office are currently scattered across the courthouse. The department would benefit from consolidating into one ADA accessible location. The addition of new full-time employees requires a much larger single space with individual offices, meeting space, and security; and

WHEREAS, the former County Recorder’s office is vacant and could accommodate the accessible private offices, conference room, and secure reception that the Public Defender’s Office requires. The location is still in close proximity to the courts, and power, data, and mechanical infrastructure is in place; and

WHEREAS, the IT department has sufficient space, although it isn’t designed to meet the department needs. A renovation of the exiting space to better connect staff, improve access to storage, and separate the computer room from office functions is needed. Currently only two of the four IT Managers have offices, the other two are in cubicles. Additionally, nearly half of the staff are located in cubicles within the climate-controlled computer room; and

WHEREAS, new furniture and a new layout would allow the IT department to create an update office environment that is better suited to the work the staff performs. The IT offices would also benefit from a direct connection to the IT storage room. By eliminating the wall between spaces, employees could access the equipment from the storage area without having to leave the office. The joining of the spaces will include enclosing and reducing in size of the current computer room. In addition, the current fire suppression system would be decommissioned and relaced; and

WHEREAS, the cost of architecture and engineering services for the two projects is $138,500. The total cost with risk reserve is $148,500:

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, the County Administrator is authorized to negotiate and execute a contract with Dewberry of Peoria, Illinois, contingent on legal approval, for architecture and engineering services for the proposed renovations to the IT Services and Public Defenders departments at the Peoria County Courthouse not to exceed $138,500 from account 19741977738-54303 and $10,000 from account 19741977738-53009.

RESPECTFULLY SUBMITTED,
INFRASTRUCTURE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure LINE ITEM: 036-2-036-5-514-55105
MEETING DATE: June 20, 2022 AMOUNT: $987,412.78

issue: Cedar Hills Drive Resurfacing Bid Letting

background/discussion: Cedar Hills Drive between IL Route 40 and Bristol Hollow Road is a 0.8-mile-long curvy section of road with a large hill that descends to a bridge that crosses Dickison Run Creek. The road is a two (2) lane road until the hill, where a third lane consisting of a truck lane is constructed. The road carries 3,500 vehicles per day. Due to the nature of the curves and hill, the roadway is salted heavily in the winter to allow safe travel on Cedar Hills Drive, which leads to deterioration of the pavement. The existing asphalt pavement is in poor condition with a 2020 Pavement Condition Index (PCI) rating of 50. The paved shoulders are failing, and the Highway Department Maintenance crews are constantly patching the roadway.

The County solicited for bidders to resurface Cedar Hills Drive and received one (1) bids on June 10, 2022.

| R.A. Cullinan, a Division of UCM | Tremont, IL | $987,412.78 |

The project will require a contract to be originated between the County and R.A. Cullinan, a Division of UCM, Inc. for this construction project. The Highway Department will obtain a form of contract for the project and submit same for review and approval by the State’s Attorney Office. Upon approval of the contract, the County Administrator should then be authorized to sign the contract and the County Treasurer should then be authorized to issue checks for payments as required by the contract.

This project is located in District # 14 (Elsasser).

COUNTY BOARD GOALS:

infrastructure stewardship

staff recommendation: Approve the low bid of $987,412.78 from R.A. Cullinan, a Division of UCM, Inc..

Committee Action: Approved 6/20/22 (4-0 votes) Ms. Pastucha absent

Prepared by: Jeffrey D. Gilles

Department: Highway Date: June 10, 2022
PROJECT LOCATION. SEE PAGE 2 FOR GREATER DETAIL.
Cedar Hills Drive

Eastbound lane repaired by Maintenance Dept.

Eastbound lane and curb repaired by Maintenance Dept.
Cedar Hills Drive

Looking East

Looking West

Westbound Drive and Truck Lanes

Shoulder West of Bridge
Cedar Hills Drive

Truck Lane and Shoulder Looking West

Truck Lane and Shoulder Looking East

Shoulder West of Bridge
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Total Bid:  
As Read: $ 987,412.78  
As Calculated: $ 987,412.78
Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: CEDAR HILLS DRIVE RESURFACING BID LETTING

RESOLUTION

WHEREAS, Peoria County solicited bids for the resurfacing of Cedar Hills Drive, designated as Section Number 21-00018-00-RS; and

WHEREAS, on June 10, 2022, the following bid was received:

| R.A. Cullinan, a Division of UCM       | Tremont, IL | $987,412.78 |

WHEREAS, your Infrastructure Committee would recommend acceptance of the lowest responsible bid submitted by R.A. Cullinan, a Division of UCM, Inc. in the amount of $987,412.78 for the resurfacing of Cedar Hills Drive, designated as Section Number 21-00018-00-RS.

NOW THEREFORE BE IT RESOLVED that the low bid of R.A. Cullinan, a Division of UCM, Inc. in the amount of $987,412.78 for the resurfacing of Cedar Hills Drive, designated as Section Number 21-00018-00-RS, is hereby accepted as the lowest responsible bid meeting the needs and bid specifications of the County; and

BE IT FURTHER RESOLVED, that the County Administrator is hereby authorized to sign the contract for Section Number 21-00018-00-RS after review and approval by the State’s Attorney Office, and that the County Treasurer is hereby authorized to issue checks from the Motor Fuel Tax Fund in payment of estimates, as said estimates become due.

Respectfully Submitted,

Infrastructure Committee
ISSUE: Resolution for a Construction Engineering Agreement with Hermann & Associates, LLC for the resurfacing of Cedar Hills Drive.

BACKGROUND/DISCUSSION: Resurfacing work on Cedar Hills Drive from IL Route 40 to Bristol Hollow Road is scheduled to start in August 2022. Due to staffing issues, the Highway Department does not have enough staff members to perform the construction engineering for the resurfacing of Cedar Hills Drive.

This resolution will allow Peoria County to enter into an agreement with Hermann & Associates, LLC to perform the construction engineering for the Cedar Hills Drive resurfacing.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION: Approved 6/20/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway          DATE: May 24, 2022
**Local Public Agency Engineering Services Agreement**

Using Federal Funds? ☐ Yes ☒ No

**Agreement Type**

<table>
<thead>
<tr>
<th>LOCAL PUBLIC AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peoria County</td>
</tr>
<tr>
<td>County</td>
</tr>
<tr>
<td>Peoria</td>
</tr>
<tr>
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<td>21-00018-00-RS</td>
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<td>Job Number</td>
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**Project Number**

<table>
<thead>
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<tr>
<td>Cedar Hills Drive</td>
<td>Cedar Hills</td>
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<tr>
<td>1711 Cedar Hills Drive (WEST) &amp; Approx 400' East of Bristol Hollow Road (EAST)</td>
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<td>Remove Location</td>
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</table>

**Project Description**

The general scope of project is for Phase III Engineering services during the resurfacing of Cedar Hills Drive from 1711 Cedar Hills Drive to approximately 400' east of Bristol Hollow Road, including but not limited to patching, milling, HMA overlay, C&G removal & replacement, agg shoulder wedge & pavement marking.

**Engineering Funding**

| ☒ MFT/TBP | ☐ State | ☐ Other |

**Anticipated Construction Funding**

| ☐ Federal | ☒ MFT/TBP | ☐ State | ☐ Other |

**AGREEMENT FOR**

| ☒ Phase III - Construction Engineering |

**CONSULTANT**

<table>
<thead>
<tr>
<th>Consultant (Firm) Name</th>
<th>Contact Name</th>
<th>Phone Number</th>
<th>Email</th>
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<tbody>
<tr>
<td>Hermann &amp; Associates, LLC</td>
<td>Alicia Hermann</td>
<td>(309) 687-5566</td>
<td><a href="mailto:ahermann@hermannassoc.com">ahermann@hermannassoc.com</a></td>
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**Address**

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<th>4603 N. Galena Road</th>
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<tbody>
<tr>
<td>Peoria Heights</td>
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</table>

**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**
- **Resident Construction Supervisor**
- **In Responsible Charge**
- **Complied 05/23/22**

**Page 1 of 10**

BLR 05530 (Rev. 08/05/21)
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: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514)
- EXHIBIT F: Estimate of Hours & Direct Costs
- EXHIBIT G: IMEG Proposal

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, based on the ENGINEER'S progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER'S work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

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 Construction Engineering Contracts:
   (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
   (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.

10. That 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 Exhibit C).

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 D).

2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.

4. 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.
5. 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.
Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.
6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
III. IT IS MUTUALLY AGREED,
1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any 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 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 (e) 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 or 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 in 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 the 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 five (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) 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 Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.
(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee’s decision shall be final.
(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
(e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials “Project Procedures Guide” and the policies of the STATE.

AGREEMENT SUMMARY

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<th>Prime Consultant</th>
<th>TIN/FEIN/SS Number</th>
<th>Agreement Amount</th>
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<tr>
<td>Total for all work</td>
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<td>$41,665.00</td>
</tr>
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Add Subconsultant
AGREEMENT SIGNATURES

Executed by the LPA:
By (Signature & Date)

Attest:
By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type
County

of
Peoria County

(SEAL)

Executed by the ENGINEER:

By (Signature & Date)

Attest:
Hermann & Associates, LLC

By (Signature & Date)

Title
Project Engineer
Principal Member

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)
EXHIBIT A

SCOPE OF SERVICES

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

See Attached
EXHIBIT B
PROJECT SCHEDULE

The project schedule will be dependent on the start date and progress of the contractor; however, we anticipate the following timeline.

Construction File Set Up - August 2022
Construction - 20 working days - End of August/September 2022
Documentation & Project Close Out - October 2022
### Exhibit C
#### Direct Costs Check Sheet

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.

<table>
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<tr>
<th>Item</th>
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<th>Contract Rate</th>
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<tr>
<td>□ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $85/full day</td>
<td>20</td>
<td>$65.00</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>□ Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Tolls</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Parking</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>40</td>
<td>$15.50</td>
<td>$620.00</td>
</tr>
<tr>
<td>□ Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Copies of Deliverables/Mylars (in-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Project Specific Insurance</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Monuments (Permanent)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Photo Processing</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ 2-Way Radio (Survey or Phase III Only)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Recording Fees</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Transcriptions (specific to project)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Courthouse Fees</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Testing of Soil Samples</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Lab Services</td>
<td>Actual Cost (Provide breakdown of each cost)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Equipment and/or Specialized Equipment Rental</td>
<td>Actual Cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Vehicle Owned or Leased</td>
<td>Half Day</td>
<td>25</td>
<td>$32.50</td>
<td>$812.50</td>
</tr>
<tr>
<td>□ HMA Cores - Density Testing</td>
<td>IMEG Corporation (see attached)</td>
<td>19</td>
<td>$25.00</td>
<td>$475.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td></td>
<td></td>
<td>$3,207.50</td>
<td></td>
</tr>
</tbody>
</table>

Completed: 05/23/22

Page 9 of 10
### Exhibit D
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.**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong></td>
<td>Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?</td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td>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?</td>
<td></td>
</tr>
<tr>
<td><strong>3.</strong></td>
<td>Was the scope of services for this project clearly defined?</td>
<td></td>
</tr>
<tr>
<td><strong>4.</strong></td>
<td>Was public notice given for this project?</td>
<td></td>
</tr>
<tr>
<td><strong>5.</strong></td>
<td>Do the written QBS policies and procedures cover conflicts of interest?</td>
<td></td>
</tr>
<tr>
<td><strong>6.</strong></td>
<td>Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?</td>
<td></td>
</tr>
<tr>
<td><strong>7.</strong></td>
<td>Do the written QBS policies and procedures discuss the methods of evaluation?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Project Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.</strong></td>
<td>Do the written QBS policies and procedures discuss the method of selection?</td>
<td></td>
</tr>
</tbody>
</table>

**Selection committee (titles) for this project**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>9.</strong></td>
<td>Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?</td>
</tr>
<tr>
<td><strong>10.</strong></td>
<td>Were negotiations for this project performed in accordance with federal requirements.</td>
</tr>
<tr>
<td><strong>11.</strong></td>
<td>Were acceptable costs for this project verified?</td>
</tr>
<tr>
<td><strong>12.</strong></td>
<td>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?</td>
</tr>
<tr>
<td><strong>13.</strong></td>
<td>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)?</td>
</tr>
<tr>
<td><strong>14.</strong></td>
<td>QBS according to State requirements used?</td>
</tr>
<tr>
<td><strong>15.</strong></td>
<td>Existing relationship used in lieu of QBS process?</td>
</tr>
<tr>
<td><strong>16.</strong></td>
<td>LPA is a home rule community (Exempt from QBS).</td>
</tr>
</tbody>
</table>

 Completed: 05/23/22
SECTION # 21-00018-00-RS
CEDAR HILLS DRIVE
(IL ROUTE 40 TO BRISTOL HOLLOW ROAD)

EXHIBIT A – PHASE III SCOPE OF SERVICES

Whereas Peoria County has engaged Hermann & Associates, LLC to provide professional engineering services related to the resurfacing of Cedar Hills Drive, Hermann & Associates, LLC agrees to provide the services described in the ensuing paragraphs.

The general scope of the project is to provide construction observation and documentation during the resurfacing of Cedar Hills Drive from 1711 Cedar Hills Drive to approximately 400' beyond Bristol Hollow Road, including but not limited to patching, milling, HMA overlay, curb & gutter removal & replacement, aggregate shoulder wedge, and pavement marking. Peoria County will be utilizing motor fuel tax funds for the project.

The following outlines the scope of services for the construction observation and documentation for the resurfacing of Cedar Hills Drive.

CONSTRUCTION OBSERVATION BASIC SCOPE OF SERVICES:

Hermann & Associates agrees to provide, to the satisfaction of Peoria County, certain phase III engineering services including construction observation, quality assurance testing and reporting, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the contractor until completion of work by the contractor and acceptance by Peoria County of the construction section. Prior to providing such services, Hermann & Associates will familiarize himself/herself with the contract documents, which will include the contract between Peoria County and the contractor and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

Hermann & Associates further agrees:

- To provide a resident construction engineer and other technical personnel to adequately perform the requirements of this agreement, and that the employees assigned to the project will possess the experience, knowledge, and character to qualify them for the duties each is to perform.

- To provide continuous observation of the work and the contractor’s operations for general compliance with the plans, specifications, and contract documents as construction proceeds, but Hermann & Associates does not guarantee the performance of the contract by the contractor.

- To contract with IMEG Corporation as a sub-consultant (direct cost) to perform density tests on hot-mix asphalt pavement cores.
• To provide qualified QC/QA engineers and inspectors at the site of the construction when required by the contractor’s operations, so that adequate sampling for inspection and testing can be performed in a timely manner on each contract item to determine acceptance of the work in compliance with the contract plans and specifications and the standard practices of IDOT.
  o Sampling frequencies for inspection and testing will be as prescribed by the specifications and IDOT requirements. That acceptance samples and tests and independent assurance samples and tests of materials will conform to the specifications, Project Procedures Guide, and methods prescribed by IDOT. For those items or products which may be accepted based on off-site test reports or certificates from the supplier to Peoria County or IDOT, Hermann & Associates will assure that the required reports or certificates have been received by the Resident Engineer before such items or products are incorporated into the work by the contractor. Hermann & Associates will conduct or coordinate the Quality Assurance sampling as required by the project specifications and special provisions.

• To accurately measure and/or compute all quantities of materials used on the contract(s) in accordance with the specifications and standard practices of IDOT. Records of such measurements and computations will be kept in accordance with the Documentation Section Policy Statement of the IDOT Construction Manual and will become part of the construction section records.

• To maintain the contract diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. Hermann & Associates shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction contract records.

• To furnish all necessary equipment and transportation for his/her personnel as required for work being performed as well as concrete sampling and testing equipment, computer, and safety equipment.

• To revise contract drawings to reflect as built conditions.

• To provide internal project administration & management including the overall day to day management of the project including coordination with Peoria County, IDOT, consultants, and other entities who may hold stake in the project. This will also include monitoring of Hermann & Associates' project schedule, budget, and manpower needs.

• To perform internal quality assurance of construction documentation. At minimum, reviews will include checks for adherence to IDOT documentation and material acceptance policies, usage of proper pay items, review of quantity calculations, and review of engineers pay estimates.

OUT OF SCOPE WORK: The following services are not included in the scope of work but could be added by addendum at the County’s request.
  I. Construction Layout & Survey
Local Public Agency: Peoria County
Consultant (Firm) Name: Hermann & Associates, LLC
County: Peoria
Prepared By: Alicia Hermann
Date: 4/29/2022

PAYROLL ESCALATION TABLE

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>START DATE</td>
<td>6/1/2022</td>
</tr>
<tr>
<td>RAISE DATE</td>
<td>1/1/2023</td>
</tr>
<tr>
<td>END DATE</td>
<td>12/31/2022</td>
</tr>
</tbody>
</table>

MONTHS

OVERHEAD RATE: 156.04%
COMPLEXITY FACTOR: 0
% OF RAISE: 2.00%

ESCALATION PER YEAR

<table>
<thead>
<tr>
<th>Year</th>
<th>First Date</th>
<th>Last Date</th>
<th>Months</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>6/1/2022</td>
<td>12/31/2022</td>
<td>7</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

The total escalation = 0.00%
**MAXIMUM PAYROLL RATE** 78.00
**ESCALATION FACTOR** 0.00%

**PAYROLL RATES**
Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>IDOT PAYROLL RATES ON FILE</th>
<th>CALCULATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$78.00</td>
<td>$78.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$67.50</td>
<td>$67.50</td>
</tr>
<tr>
<td>Project Engineer IV</td>
<td>$43.00</td>
<td>$43.00</td>
</tr>
<tr>
<td>Project Engineer III</td>
<td>$35.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Project Engineer I</td>
<td>$30.50</td>
<td>$30.50</td>
</tr>
<tr>
<td>Engineering Tech III</td>
<td>$31.00</td>
<td>$31.00</td>
</tr>
<tr>
<td>Engineering Tech II</td>
<td>$23.00</td>
<td>$23.00</td>
</tr>
<tr>
<td>Engineering Tech I</td>
<td>$26.00</td>
<td>$26.00</td>
</tr>
<tr>
<td>Administrator</td>
<td>$25.00</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

BLR 05514 (Rev. 04/30/21) Payroll Rates
### COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

**OVERHEAD RATE** 156.04%

**COMPLEXITY FACTOR** 0

<table>
<thead>
<tr>
<th>TASK</th>
<th>STAFF HOURS</th>
<th>PAYROLL</th>
<th>OVERHEAD &amp; FRINGE BENEFITS</th>
<th>DIRECT COSTS</th>
<th>FIXED FEE</th>
<th>SERVICES BY OTHERS</th>
<th>TOTAL</th>
<th>% OF GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Observation &amp; Documentation</td>
<td>365</td>
<td>12,315</td>
<td>19,216</td>
<td>3,208</td>
<td>4,064</td>
<td></td>
<td>38,803</td>
<td>93.13%</td>
</tr>
<tr>
<td>Administration &amp; Management</td>
<td>9</td>
<td>438</td>
<td>683</td>
<td>144</td>
<td></td>
<td></td>
<td>1,265</td>
<td>3.04%</td>
</tr>
<tr>
<td>QC/QA</td>
<td>10</td>
<td>553</td>
<td>862</td>
<td>182</td>
<td></td>
<td></td>
<td>1,597</td>
<td>3.83%</td>
</tr>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>41,665</td>
<td>100.00%</td>
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**Subconsultant DL**

**TOTALS**

34,067

BLR 05514 (Rev. 04/30/21)
Cost Estimate Worksheet

Printed 5/13/2022 2:31 PM
# AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

<table>
<thead>
<tr>
<th>PAYROLL CLASSIFICATION</th>
<th>AVG HOURLY RATES</th>
<th>TOTAL PROJ. RATES</th>
<th>Construction Observation &amp; Documentation</th>
<th>Administration &amp; Management</th>
<th>QC/QA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgted Avg</td>
<td>Hours</td>
<td>% Part.</td>
</tr>
<tr>
<td>Principal</td>
<td>78.00</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>67.50</td>
<td>20.0</td>
<td>5.21%</td>
<td>3.52</td>
<td>10</td>
</tr>
<tr>
<td>Project Engineer IV</td>
<td>43.00</td>
<td>70.0</td>
<td>18.23%</td>
<td>7.84</td>
<td>65</td>
</tr>
<tr>
<td>Project Engineer III</td>
<td>35.00</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer I</td>
<td>30.50</td>
<td>290.0</td>
<td>75.52%</td>
<td>23.03</td>
<td>290</td>
</tr>
<tr>
<td>Engineering Tech III</td>
<td>31.00</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering Tech II</td>
<td>23.00</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering Tech I</td>
<td>26.00</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrator</td>
<td>25.00</td>
<td>4.0</td>
<td>1.04%</td>
<td>0.26</td>
<td>4</td>
</tr>
</tbody>
</table>

| TOTALS                | 384.0 | 100%    | $34.65    | 365.0 | 100.0%  | $33.74    | 9.0   | 100%    | $48.01   | 10.0  | 100%    | $55.25    | 0.0   | 0%      | $0.00    | 0.0   | 0%      | $0.00    |
Construction Observation & Documentation

- **Project File Set Up**
  - Project Manager – 5 Hours
  - Project Engineer IV – 10 Hours
  - Project Engineer I – 25 Hours

- **Construction Observation & Documentation**
  - Project Engineer IV
    - 20 working days on site x Avg 2 hours/day – 40 Hours
    - 5 possible rain days helping with paperwork x 1 hour/day = 5 hours
  - Project Engineer I
    - 20 working days on site x Avg 10 hours/day – 200 Hours
    - 5 possible rain days working on paperwork x 8 hours/day – 40 hours

- **Project Close Out**
  - Project Manager – 5 Hours
  - Project Engineer IV – 10 Hours
  - Project Engineer I – 25 Hours

- **Direct Costs**
  - Vehicle Full Day Rate (greater than 4 hours) - 20 days
  - Vehicle Half Day Rate (4 hours or less) - 25 days
  - Overtime – 40 hours

**QC/QA**
- Project Manager – 5 Hours
- Project Engineer IV – 5 Hours

**Administration/Management**
- Project Manager – 5 Hours
- Administrative Manager – 4 Hours

**Total Estimated Hours: 384 Hours**

Section 21-00018-00-RS - Peoria County Cedar Hills Drive Scope of Services
Page 1 of 2
<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>WORK DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Laboratory density testing of Bituminous Concrete Cores (Estimated)</td>
<td>$ 25.00</td>
<td>$ 475.00</td>
</tr>
</tbody>
</table>

Estimated Fee = $ 475.00

Notes:
(1) Repair of any damaged, unmarked Private Utilities will not be the responsibility of IMEG.
(2) Repair of any damaged site areas due to trafficking of exploratory equipment will not be the responsibility of IMEG.
(3) Please refer to "Additional Services" section of the formal proposal for additional information.
SHORT FORM SERVICES AGREEMENT

Client: Hermann & Associates, LLC
Address: 4603 North Galena Road
         Peoria Heights, IL 61616
Email: ahermann@hermannassoc.com
Phone: 309.687.6566
Date: May 12, 2022

Project Name: Cedar Hills Drive Density Testing
Project Location: Peoria County, Illinois

Attn: Alicia Hermann
Services Completed ___ days from Notice to Proceed
or by: December 31, 2022
Proposal valid for 45 days from the date of this offer.

1.0 SCOPE OF SERVICES: IMEG agrees to perform Construction Material Testing services for the Client as follows:
IMEG will perform laboratory testing on bituminous densities as requested by the Client and/or per the contract documents. Test result reports will be submitted to the Client / Owner as they are completed.

2.0 COMPENSATION

- Fixed Fee (includes project expenses) $ 
- Time & Material NTE $ 
- Time & Material Estimated Fee $ 475 

3.0 ATTACHMENTS: IMEG Standard Terms and Conditions, IMEG Standard Hourly Rates

4.0 DOCUMENTS INCORPORATED BY REFERENCE
Acceptance of this Agreement is limited to and includes acceptance of the terms above, including all attachments, and all attachments are incorporated by reference. IMEG's Standard Terms and Conditions supersede any other terms.
Services will be scheduled upon receipt of signed copy of this agreement. By signing and returning the first sheet of this agreement to IMEG, all parties agree to the terms and conditions listed herein.

IMEG Corp.

By: Scott Osmulski
Name: Scott Osmulski
Title: Peoria Operations Manager
Approved by: John Fellman

Hermann & Associates, LLC

By: Alicia Hermann
Name: Alicia Hermann
Title: Principal

Scott.M.Osmulski@imegcorp.com
SMO/ma
WbeliCorporateTeam\CCCD06\Proposals\9_Peoria Office\2022 CMT\Peoria County_IL\20220512 Cedar Hills Drive Densities.docx
TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: The Engineer shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to the Engineer in furtherance of its services, the Client is responsible for advising Engineer's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client’s approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: The Engineer has multiple offices and has professional services agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. The Engineer shall perform work pursuant to an agreement schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing the Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer’s services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify the Engineer of any objections to the invoices within five working days of receipt and agrees to pursue, in good faith, all payments owed to the Engineer for services rendered. Payment of any invoice indicates Client’s acceptance of this Agreement, these Terms & Conditions, and satisfaction with the Engineer’s services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employees and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from in proportion to the negligent acts or failure to act of the Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employees and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnifier shall control its defense, and at the time of claim resolution each indemnifier shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnifier as determined by a competent tribew fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: The Engineer shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor the Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client’s or the Engineer’s directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor’s work, performance, or pay request approval. During construction, the Client assumes the role of the Engineer and will hold harmless the Engineer for the contractor’s performance or the failure of the contractor’s work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include “IMEG Corp.” as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. The Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of services owned by the Engineer. The Engineer shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written
permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of the Engineer's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors for the purpose of execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by the Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or the Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, the Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the waiver of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of the Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to the Engineer for all work performed under this Agreement or $25,000. This limitation of liability has been agreed upon after Client and the Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of the Engineer's agents, affiliates, subcontractors and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: The Engineer's liability for the Client to injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the Engineer, other than for professional errors, omissions or negligence, will be limited to the Engineer's general liability insurance coverage of $1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, the Engineer does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the Engineer of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the Engineer will notify the Client and, as appropriate, government officials of such conditions. The Engineer may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The Engineer shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. The Engineer shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the Engineer and to defend, indemnify and hold the Engineer harmless for any claim or liability for injury or loss arising from the Engineer or other persons encountering utilities or other manmade objects that were not brought to the Engineer's attention or which were not properly located on the plans furnished to the Engineer. Client further agrees to compensate the Engineer for any and all time, costs and expenses incurred by the Engineer in defense of any such claim, in accordance with the Engineer's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. The Engineer will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by the Engineer for future resolution. If you choose resolution, the Engineer will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinitiated and completed in accordance with its Initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or the Engineer shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, the Engineer promptly shall notify Client. Once the Force Majeure event ceases, the Engineer shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyberattacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by the Engineer and Client.


1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.

2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subcontractors to employ and advance in employment qualified individuals with disabilities.

3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subcontractors to employ and advance in employment qualified protected veterans.

4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. **Employer Reports on Employment of Protected Veterans** (41 CFR § 61-300.10)
   a. The Engineer agrees to report at least annually, as required by the Secretary of Labor, on:
      1) The total number of employees in the workforce of the Engineer, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans; and
      2) The total number of new employees hired by the Engineer during the period covered by the report, and of such employees, the number who are protected veterans; and
      3) The maximum number and minimum number of employees of the Engineer at each hiring location during the period covered by the report.
      4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
   b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
   c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which the Engineer held a covered contract or subcontract.
   d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that the Engineer selects for the current employment report required by paragraph (a)(1) of this clause. The Engineer may select an ending date:
      1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
      2) As of December 31, if the Engineer has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 EEO-1 Report.
   e. The number of veterans reported according to paragraph (a) above must be based on data known to the Engineer when completing their VETS-4212 Reports. The Engineer's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by the Engineer. Nothing in this paragraph (e) relieves the Engineer from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20
# 2022 STANDARD HOURLY RATES

Peoria Office - Field Services  
(rates adjusted annually)

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Executive</td>
<td>$185</td>
</tr>
<tr>
<td>Senior Civil Engineer</td>
<td>$145</td>
</tr>
<tr>
<td>Civil Project Engineer</td>
<td>$125</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$115</td>
</tr>
<tr>
<td>Geotechnical Engineer III</td>
<td>$175</td>
</tr>
<tr>
<td>Geotechnical Engineer II</td>
<td>$160</td>
</tr>
<tr>
<td>Geotechnical Engineer I</td>
<td>$125</td>
</tr>
<tr>
<td>Geotechnical Designer IV</td>
<td>$90</td>
</tr>
<tr>
<td>Geotechnical Designer III</td>
<td>$80</td>
</tr>
<tr>
<td>Land Surveyor III</td>
<td>$150</td>
</tr>
<tr>
<td>Land Surveyor II</td>
<td>$130</td>
</tr>
<tr>
<td>Land Surveyor I</td>
<td>$120</td>
</tr>
<tr>
<td>Senior Survey Technician</td>
<td>$100</td>
</tr>
<tr>
<td>Survey Technician III</td>
<td>$95</td>
</tr>
<tr>
<td>Survey Technician II</td>
<td>$75</td>
</tr>
<tr>
<td>Survey Technician I</td>
<td>$65</td>
</tr>
<tr>
<td>Senior Construction Administrator</td>
<td>$100</td>
</tr>
<tr>
<td>Construction Administrator</td>
<td>$90</td>
</tr>
<tr>
<td>Senior Field Technician</td>
<td>$80</td>
</tr>
<tr>
<td>Field Technician IV</td>
<td>$70</td>
</tr>
<tr>
<td>Field Technician III</td>
<td>$60</td>
</tr>
<tr>
<td>Field Technician II</td>
<td>$55</td>
</tr>
<tr>
<td>Field Technician I</td>
<td>$50</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$50</td>
</tr>
<tr>
<td>CMT Local Testing - Half-Day</td>
<td>$245</td>
</tr>
<tr>
<td>CMT Local Testing - Full-Day</td>
<td>$400</td>
</tr>
</tbody>
</table>

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG’s other offices may have different billing rates. These rates can be provided upon request.
# 2022 Standard Laboratory Testing Fees - Civil

## Aggregate Testing

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-Point Proctor</td>
<td>$100/test</td>
</tr>
<tr>
<td>Standard Proctor</td>
<td>$185/test</td>
</tr>
<tr>
<td>Modified Proctor</td>
<td>$200/test</td>
</tr>
<tr>
<td>Coarse and Fine Sieve Analysis</td>
<td>$70/test</td>
</tr>
<tr>
<td>C. and F. Sieve Analysis w/#200 Wash</td>
<td>$125/test</td>
</tr>
<tr>
<td>Material Fine than #200 by Washing</td>
<td>$50/test</td>
</tr>
</tbody>
</table>

## Asphalt Testing

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recycled Asphalt: Pavement Extraction and Gradation</td>
<td>$175/test</td>
</tr>
<tr>
<td>Laboratory Density Testing of Bituminous Cores</td>
<td>$25/test</td>
</tr>
<tr>
<td>Asphalt Shingle Extraction and Gradation</td>
<td>$200/test</td>
</tr>
</tbody>
</table>

## Concrete and Masonry Testing

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.75 x 3.75 Grout Prism</td>
<td>$16/test</td>
</tr>
<tr>
<td>2 x 2 Mortar Cube</td>
<td>$13/test</td>
</tr>
<tr>
<td>6 x 12 Concrete Cylinder Compression</td>
<td>$14.50/test</td>
</tr>
<tr>
<td>4 x 8 Concrete Cylinder Compression</td>
<td>$11.25/test</td>
</tr>
<tr>
<td>Flexural Strength of Concrete Beam</td>
<td>$40/test</td>
</tr>
<tr>
<td>Corrugated Grout Prism Mold</td>
<td>$9/each</td>
</tr>
<tr>
<td>Disposable Cylinder Molds</td>
<td>$1.50/each</td>
</tr>
<tr>
<td>Special Capping for Irregular Surface</td>
<td>$20/each</td>
</tr>
<tr>
<td>PCC Coring/Bit Wear</td>
<td>$10/Each</td>
</tr>
<tr>
<td>Core Preparation and Compression</td>
<td>$50/Each</td>
</tr>
<tr>
<td>Sawing Plane Ends</td>
<td>$20/cut</td>
</tr>
</tbody>
</table>

## Soils Testing

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atterberg Limits (LL, PL)</td>
<td>$140/test</td>
</tr>
<tr>
<td>Unconfined Compression (Soil)</td>
<td>$55/test</td>
</tr>
<tr>
<td>Remolded Strength (Soil)</td>
<td>$30/test</td>
</tr>
<tr>
<td>Moisture &amp; Density</td>
<td>$50/test</td>
</tr>
<tr>
<td>Hydrometer Analysis</td>
<td>$160/test</td>
</tr>
<tr>
<td>Hydraulic Conductivity</td>
<td>$370/test</td>
</tr>
<tr>
<td>Falling Head Permeability</td>
<td>$250/test</td>
</tr>
<tr>
<td>Organics by Loss on Ignition</td>
<td>$80/Test</td>
</tr>
</tbody>
</table>

## Equipment

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nuclear Density Gauge (1/2 Day)</td>
<td>$50</td>
</tr>
<tr>
<td>Nuclear Density Gauge (1 Day)</td>
<td>$100</td>
</tr>
<tr>
<td>Floor Flatness Meter</td>
<td>$150/day</td>
</tr>
<tr>
<td>Mileage (per current IRS rate)*</td>
<td>$0.585 m</td>
</tr>
<tr>
<td>Concrete Core Drill &amp; Generator</td>
<td>$120/day</td>
</tr>
</tbody>
</table>

**Note**: Vehicle mileage billed portal to portal at current IRS rate.
Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?
☐ Yes  ☒ No

Resolution Type  Resolution Number  Section Number
Original          21-00018-00-RS

BE IT RESOLVED, by the Board of the County
of Peoria Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cedar Hills Drive</td>
<td>0.78</td>
<td>C.H. D28</td>
<td>1711 Cedar Hills Drive</td>
<td>400' East of Bristol Hollow</td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
</table>

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of construction engineering of the Cedar Hills Drive Resurfacing project.

2. That there is hereby appropriated the sum of forty one thousand six hundred sixty five and 00/100$41,665.00 for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rachael Parker, Clerk in and for said County of Peoria in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Board of Peoria at a meeting held on July 14, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year.

(SEAL)

Clerk Signature  Date

Approved

Regional Engineer  Date

Department of Transportation
Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement? Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type From the drop down box choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number Insert the section number of the improvement the resolution covers.

Governing Body Type From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA Insert the name of the LPA.

Contract or Day Labor From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length Insert the length of this segment of roadway being improved in miles.

Route Insert the Route Number of the road/street to be improved if applicable.

From Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No. Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route Insert the Route number on which the structure is located.

Location Insert the location of the structure.

Feature Crossed Insert the feature the structure crosses.

1 Insert a description of the major items of work of the proposed improvement.

2 Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ( ).
Instructions for BLR 09110 - Page 2 of 2

Name of Clerk: Insert the name of the LPA clerk.

LPA Type: Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA: Insert the name of the LPA.

Governing Body Type: Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

Name of LPA: Insert the name of the LPA.

Date: Insert the date of the meeting.

Day: Insert the day Clerk is signing the document.

Month, Year: Insert the month and year of the Clerk's signature.

Seal: The Clerk shall seal the document here.

Clerk Signature: Clerk shall sign here.

Approved: The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, IL

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: CONSTRUCTION ENGINEERING SERVICES AGREEMENT RESOLUTION

RESOLUTION

WHEREAS, your Infrastructure Committee, having considered the economic effects of the following project, believes that the best interests of Peoria County will be served by the approval of a Construction Engineering Services Agreement using the Motor Fuel Tax Fund for:

Construction engineering for resurfacing of Cedar Hills Drive, designated as Section 21-00018-00-RS, at a cost not to exceed $41,665.00 with Hermann & Associates, LLC.

NOW THEREFORE BE IT RESOLVED, that the engineering agreement be approved, and that the County Administrator be designated as the officer to sign the agreement with Hermann & Associates, LLC for construction engineering of the resurfacing of Cedar Hills Drive, designated as Section 21-00018-00-RS upon review and approval by the State’s Attorney’s Office; and

BE IT FURTHER RESOLVED, that the County Treasurer is hereby authorized to issue checks from the Motor Fuel Tax Fund in payment for construction engineering services for Section 21-00018-00-RS.

Respectfully Submitted,

Infrastructure Committee
ISSUE: Resolution for Supplemental Construction Appropriation of MFT Funds for Glen Avenue Reconstruction

BACKGROUND/DISCUSSION: The Illinois Department of Transportation held a bid letting for the Glen Avenue project between Sheridan Road and Knoxville Avenue on April 29, 2022. The following bids were received:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Otto Baum Companies</td>
<td>Morton, IL</td>
<td>$5,288,285.85</td>
</tr>
<tr>
<td>McCarthy Improvement</td>
<td>Davenport, IA</td>
<td>$5,518,125.76</td>
</tr>
<tr>
<td>R.A. Cullinan</td>
<td>Tremont, IL</td>
<td>$6,353,266.92</td>
</tr>
<tr>
<td>Stark Excaviting</td>
<td>Bloomington, IL</td>
<td>$6,530,600.00</td>
</tr>
</tbody>
</table>

Due to fuel price increases, material price increases, and labor shortages, the low bid from Otto Baum was 19.8% higher than the engineer’s estimate of $4,412,358.20. After discussions between County Staff, City Staff, and contractors, it was determined that if the bid prices were rejected and the project was bid again, the bids would be even higher. Additionally, the Federal STU funds for the project have to authorized prior to July 1, 2022. If they are not authorized, there is a chance the funds will be lost to the County.

This resolution is to appropriate an additional $1,300,000 of MFT funds for the construction of Glen Avenue. These funds will be used in addition to $1,274,000 in Federal STU funds, $193,891.06 in Federal COVID Funds allocated through IDOT, and the original MFT appropriation of $2,700,000.

As part of the project agreement, Peoria County is the lead agency for IDOT purposes and will pay the required local match of construction funds. The City of Peoria is paying for design engineering, construction engineering, and right of way acquisition costs. At the conclusion of the project, the agency that has paid the least amount towards the project will pay 50% of the difference between what each agency has paid. It is currently projected that each agency will pay $2,570,143.93 towards the project. The total estimated cost for all phases of the project is $6,414,285.85.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION: Approved 6/20/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: May 27, 2022
## GLEN AVENUE ESTIMATED FINAL COST UPON COMPLETION

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>STU</th>
<th>County Share *</th>
<th>City Share</th>
</tr>
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<tbody>
<tr>
<td>Construction</td>
<td>$5,288,285.85</td>
<td>$1,274,000.00</td>
<td>$2,570,143.93</td>
<td>$1,444,142.93</td>
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<td>Construction Engineering</td>
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<td>$60,000.00</td>
<td>-</td>
<td>-</td>
<td>$60,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,414,285.85</strong></td>
<td><strong>$1,274,000.00</strong></td>
<td><strong>$2,570,143.93</strong></td>
<td><strong>$2,570,142.93</strong></td>
</tr>
</tbody>
</table>

### Percentage of Total Project Cost

- **Construction**: 19.9%
- **County Share**: 40.1%
- **City Share**: 40.1%

* The County's share includes $193,891.06 of Federal COVID Relief Funds allocated to the County by IDOT.
Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement? ☑ Yes ☐ No

Resolution Type: Supplemental
Resolution Number: 18-00029-00-PV
Section Number: 

BE IT RESOLVED, by the Board of the County of Peoria of Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glen Avenue</td>
<td>0.51</td>
<td>FAU 6650</td>
<td>Sheridan Road</td>
<td>Knoxville Avenue</td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
</table>

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Roadway reconstruction of Glen Avenue from Sheridan Road to Knoxville Avenue complete with sidewalks, curb & gutter, and drainage improvements.

2. That there is hereby appropriated the sum of one million three hundred thousand and 00/100 dollars ($1,300,000.00) for the improvement of said section from the Local Public Agency’s allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rachael Parker, Clerk in and for said County of Peoria in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Board of Peoria at a meeting held on July 14, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of , .

(SEAL)

Clerk Signature ______________________ Date ____________

Approved

Regional Engineer
Department of Transportation

Date ____________
Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement? Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type From the drop down box choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number Insert the section number of the improvement the resolution covers.

Governing Body Type From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA Insert the name of the LPA.

Contract or Day Labor From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length Insert the length of this segment of roadway being improved in miles.

Route Insert the Route Number of the road/street to be improved if applicable.

From Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No. Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route Insert the Route number on which the structure is located.

Location Insert the location of the structure.

Feature Crossed Insert the feature the structure crosses.

1 Insert a description of the major items of work of the proposed improvement.

2 Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
Instructions for BLR 09110 - Page 2 of 2

Name of Clerk    Insert the name of the LPA clerk.
LPA Type    Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA    Insert the name of the LPA.
Governing Body Type    Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA    Insert the name of the LPA.
Date    Insert the date of the meeting.
Day    Insert the day Clerk is signing the document.
Month, Year    Insert the month and year of the Clerk's signature.
Clerk Signature    Clerk shall sign here.
Seal    The Clerk shall seal the document here.  
Approved    The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

Motor Fuel Tax Supplemental Appropriation for Reconstruction of Glen Avenue

RESOLUTION

WHEREAS, Glen Avenue between Sheridan Road and Knoxville Avenue is in need of reconstruction; and

WHEREAS, PEORIA COUNTY is eligible to receive $1,274,000 in Federal Surface Transportation (Urban) Funds and $193,891.06 in Federal COVID Funds for the project.

NOW, THEREFORE BE IT RESOLVED, that the sum of $1,300,000.00 is hereby appropriated from the County Motor Fuel Tax Fund for construction of Glen Avenue, designated as Section Number 18-00029-00-PV; and

BE IT FURTHER RESOLVED, that the County Treasurer is authorized to issue checks from the County Motor Fuel Tax Fund in payment of estimates for the construction.

Respectfully submitted,

Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: 034-2-034-5-514-55104
MEETING DATE: June 20, 2022  AMOUNT: $88,000.00

ISSUE: Resolution for Amendment to the Local Public Agency Agreement with the State of Illinois for Brimfield Jubilee Road Bridge Replacement

BACKGROUND/DISCUSSION: Structure Number 072-3010 on Brimfield Jubilee Road (C.H. D29) was replaced in 2021. The project was funded with federal funds through the Illinois Special Bridge Program (Major Bridge Program), with 80% of the construction and construction engineering funded with federal funds. The project was programmed with $1,360,000 in federal funds for construction and $72,000 in federal funds for construction engineering.

Bids for the project came in lower than expected, which lowered the amount of federal funds needed for construction. However, the Highway Department had two (2) staff engineers resign and was forced to hire a consultant engineer to oversee the project, which increased the expected cost of the construction engineering.

This Resolution allows the County to amend the original agreement with IDOT to use federal funding for the replacement of the Brimfield Jubilee Road Bridge. The amendment moves federal funding from construction into the construction engineering phase of the project. The amendment will allow the Highway Department to pay 80% of the construction engineering with federal funds, which is the maximum percentage allowed for the federal funds. The total savings to the County Bridge Fund will be $88,000 if the amendment is approved. The construction phase will still be paid at 80% as planned.

This project is located in County Board District # 16 (Windish).

COUNTY BOARD GOALS:

STAFF RECOMMENDATION: Approve the Resolution.

COMMITTEE ACTION: Approved 6/20/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway  DATE: June 1, 2022
December 21, 2021

Mr. Kensil A. Garnett, Deputy Director of Highways
Illinois Department of Transportation
Attn: Mr. Tony Sassine
401 Main Street
Peoria, IL 61602

Re: Brimfield Jubilee Road
Section 14-00113-04-BR
Job No. C-94-040-18
Request for Amendment to Local Agency Agreement for Federal Participation

Mr. Sassine,

In August 2015, Peoria County applied for $1,790,000 Major Bridge Funds ($1,432,000 Federal, $358,000 Local) for the replacement of S.N. 072-3010 on Brimfield Jubilee Road. Funds were awarded on June 1, 2016 for a Not to Exceed Federal amount of $1,432,000 for Construction and Construction Engineering. At the time of the application, Peoria County had planned on using staff to serve as the Resident Engineer of the project and only requested $90,000 ($72,000 Federal / $18,000 Local) for Construction Engineering. Unfortunately, Peoria County lost two (2) engineers in 2020 and have not been able to fill the positions. This required the County to make a Request for Qualifications and enter into a Construction Engineering Agreement with Hutchison Engineering in the amount of $196,749.80 for the project.

The construction contract for the project was awarded to Stark Excavating for $1,296,220.06. Peoria County had applied for $1,700,000 ($1,360,000 Federal / $340,000 Local) Major Bridge Funds for the construction.

The total cost of construction and construction engineering is $1,492,969.86, which is $297,030.14 less than the projected total cost of $1,790,000. Peoria County respectfully requests to amend the Local Public Agency Agreement for Federal Participation dated January 14, 2020 to fund the construction engineering at a full 80 / 20 split. 80% of the Construction Engineering Agreement of $196,749.80 is $157,399.84. Peoria County proposes to amend the Local Agency Agreement for Federal Participation as follows:

<table>
<thead>
<tr>
<th>Type</th>
<th>Federal Amount</th>
<th>Local Amount</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
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<td>$318,000.00</td>
<td>$1,590,000.00</td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>$160,000.00</td>
<td>$40,000.00</td>
<td>$200,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,432,000.00</strong></td>
<td><strong>$358,000.00</strong></td>
<td><strong>$1,790,000.00</strong></td>
</tr>
</tbody>
</table>
Enclosed with this letter is a copy of a spreadsheet that shows actual costs for the project. Peoria County has submitted two (2) invoices for reimbursement to IDOT that cover Hutchison Engineering invoices 1-7. Peoria County has already received and paid for Hutchison Engineering Invoices 8 – 10. More invoices will be paid as the project closeout process continues. If the agreement is allowed to be amended, Federal funds would be used to pay for 80% of the Construction Engineering as originally intended.

Thank you for your consideration to amend the Local Agency Agreement for Federal Participation. If you have any questions, or need further information, please contact Mr. Jeff Gilles in this office at (309) 697-6400 x 127 or at jgilles@peoriacounty.org.

Respectfully Submitted,

Amy Benecke McLaren, P.E.
County Engineer

JG

Enc.
<table>
<thead>
<tr>
<th>Project Total</th>
<th>Local Match Amount</th>
<th>Federal Amended Amount</th>
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</tr>
</thead>
<tbody>
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<td>$777,300.00</td>
<td>$2,642,241.84</td>
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<tr>
<td>$1,295,099.84</td>
<td>$755,386.61</td>
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<td>$1,166,000.00</td>
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<td>$777,300.00</td>
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<table>
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<td>12/17/2021</td>
</tr>
</tbody>
</table>

Hutchison Engineering Construction Engineering Agreement = $1,961,749.80

Strike Excavating Construction Contract = $1,796,220.96

80% Major Milestone Funds Not To Exceed $1,434,000.00

Request for Amendment to Federal Agreement - December 17, 2021

Job No. C-94-016

Section 14-00-10-02

Brimfield Jubilee Road Construction Engineering
Local Public Agency Amendment # 1

Local Public Agency Amendment

Local Public Agency: Peoria County
County: Peoria
Section Number: 14-00113-04-BR

Fund Type: MBR
ITEP, SRTS, HSIP Number(s): N/A
MPO Name: N/A
MPO TIP Number: N/A

Construction: N/A
Engineering: N/A
Right-of-Way: N/A

Job Number: C-94-040-18
Project Number: FVMT(981)

Reason for modification of original Agreement:
Amendment moves funds to cover cost of construction engineering agreement.

LOCATION

Stationing

Local Street/Road Name: Brimfield Jubilee Road
Key Route: CH 0029D
Length: 0.01 mile
From: 02.70
To: 02.71

Location Termini:
2.7 Miles East of Brimfield at Jubilee Creek

Current Jurisdiction: Peoria County
Existing Structure Number(s): 072-3010

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Amendment.

1. Location Map
2. Division of Cost
BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the Amendment shall remain in full force and effect and the Amendment shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The LPA further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this Amendment and all addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Scott Sorrel

Title of Official

County Administrator

Signature Date

The above signature certifies the agency's TIN number is 376001763 conducting business as a Governmental Entity.

DUNS Number 071436208

UEI EZL3KSS6S5L5

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer Date

Yangsu Kim, Chief Counsel Date

Vicki Wilson, Chief Fiscal Officer Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
### ADDENDA NUMBER 2

<table>
<thead>
<tr>
<th>Local Public Agency</th>
<th>County</th>
<th>Section Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peoria County</td>
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#### Construction

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#### Engineering

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<th>Project Number</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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#### Right of Way

<table>
<thead>
<tr>
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<th>Project Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### ORIGINAL DIVISION OF COST (ODC)

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Fund Type</th>
<th>Federal Funds</th>
<th>State Funds</th>
<th>Local Public Agency Funds</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>MBR</td>
<td>$1,360,000.00 *</td>
<td></td>
<td>Local $340,000.00</td>
<td>BAL $1,700,000.00</td>
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<tr>
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<td>MBR</td>
<td>$72,000.00 *</td>
<td></td>
<td>Local $18,000.00</td>
<td>BAL $90,000.00</td>
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<tr>
<td>ODC Federal Funds</td>
<td>ODC State Funds</td>
<td>$1,432,000.00</td>
<td></td>
<td>ODC LPA Funds $358,000.00</td>
<td>Total $1,790,000.00</td>
</tr>
</tbody>
</table>

#### AMENDMENT # 1

<table>
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<th>State Funds</th>
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<td>Participating Construction</td>
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<td>($88,000.00) *</td>
<td></td>
<td>Local ($22,000.00)</td>
<td>BAL ($110,000.00)</td>
</tr>
<tr>
<td>Construction Engineering</td>
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<td>$88,000.00 *</td>
<td></td>
<td>Local $22,000.00</td>
<td>BAL $110,000.00</td>
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<td>State Funds Amendment # 1</td>
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</tr>
</tbody>
</table>

Total Federal Funds $1,432,000.00 Total State Funds Total LPA Funds $358,000.00 TOTAL $1,790,000.00

#### CUMULATIVE DIVISION OF COST (CDC)

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Fund Type</th>
<th>Federal Funds</th>
<th>State Funds</th>
<th>Local Public Agency Funds</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>MBR</td>
<td>$1,272,000.00 *</td>
<td></td>
<td>Local $318,000.00</td>
<td>BAL $1,590,000.00</td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>MBR</td>
<td>$160,000.00 *</td>
<td></td>
<td>Local $40,000.00</td>
<td>BAL $200,000.00</td>
</tr>
<tr>
<td>CDC Federal Funds</td>
<td>CDC State Funds</td>
<td>$1,432,000.00</td>
<td></td>
<td>CDC LPA Funds $358,000.00</td>
<td>Total $1,790,000.00</td>
</tr>
</tbody>
</table>

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*80% Major Bridge Funds NTE $1,432,000.00 (Construction Engineering portion 80% NTE $160,000.00)

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

**Local Agency Agreement Amendment with the State of Illinois for Bridge Replacement on Brimfield Jubilee Road**

**RESOLUTION**

WHEREAS, the replacement of Structure Number 072-3010 on Brimfield Jubilee Road is funded with federal funds; and

WHEREAS, construction costs are less than anticipated; and

WHEREAS, construction engineering costs are more than anticipated; and

WHEREAS, the attached Local Agency Agreement Amendment with the Illinois Department of Transportation transfers federal funding from construction into construction engineering.

NOW, THEREFORE BE IT RESOLVED, that the attached Local Agency Agreement Amendment with the Illinois Department of Transportation is hereby approved; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to sign the Local Agency Agreement Amendment; and

BE IT FURTHER RESOLVED, Peoria County will cover expenses above the Federal portion as stated in the attached Local Agency Agreement Amendment for the replacement of Structure Number 072-3010 on Brimfield Jubilee Road; and

BE IT FURTHER RESOLVED, that the County Treasurer is authorized to issue checks from the County Bridge Fund in payment of estimates for the construction and invoices for the construction engineering.

Respectfully submitted,

Infrastructure Committee
<table>
<thead>
<tr>
<th>COMMITTEE:</th>
<th>Infrastructure</th>
<th>LINE ITEM:</th>
<th>036-2-036-5-511-54303</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEETING DATE:</td>
<td>June 20, 2022</td>
<td>AMOUNT:</td>
<td>$44,537.00</td>
</tr>
</tbody>
</table>

**ISSUE:** FY 2023 Peoria-Pekin Urbanized Area Transportation Study (PPUATS) Annual Agreement and Motor Fuel Tax Appropriation

**BACKGROUND/DISCUSSION:** Annually PPUATS and the Tri-County Regional Planning Commission adopt a unified work program and the County contributes its proportionate share from the County's Motor Fuel Tax Fund. The amount varies annually, due to variation in Federal Planning Funds available.

This appropriation and agreement are for IDOT FY 2023, which runs from July 1, 2022 to June 30, 2023.

**COUNTY BOARD GOALS:**

- **INFRASTRUCTURE STEWARDSHIP**

**STAFF RECOMMENDATION:** Approve the Resolution

**COMMITTEE ACTION:** Approved 6/20/22 (4-0 votes) Ms. Pastucha absent

**PREPARED BY:** Jeffrey D. Gilles

**DEPARTMENT:** Highway **DATE:** June 15, 2022
This agreement is hereby entered into by the members of the participating agencies of the metropolitan planning organization (MPO) of the Peoria-Pekin Urbanized Area, recognized under Section 134 of the Infrastructure Investment and Jobs Act (IIJA). It is intended to set forth the procedures and methods agreed upon to ensure sufficient local matching funds enabling the Peoria-Pekin Urbanized Area to receive $814,199 in Federal Highway Administration and Federal Transit Administration planning funds. The funding requires a 20% local match, requiring a total local match of $203,550 for Fiscal Year 2023. It is further agreed that the Greater Peoria Mass Transit District provides $3,800 as a pass-through membership fee for participation in the planning process.

The Federal Planning funds, FTA funds, and local dollars will be utilized for the work and services performed in accordance with the Unified Planning Work Program (UPWP) for Fiscal Year 2023. The work and services and their associated costs as contained in the UPWP were adopted by the Tri-County Regional Planning Commission. If state funds can be utilized to offset local match for FY23, local dollars will be programmed by the Tri-County Regional Planning Commission in a separate work program.

Each participating agency identified herein hereby agrees to pay its entire share to the MPO not later than November 1, 2022. The MPO is hereby designated to deposit local funds into a special bank account. Withdrawals from this account shall be for reimbursement for work accomplished on the appropriate designated work tasks. The MPO shall make a monthly report to the Tri-County Regional Planning Commission accounting for the expenses incurred on the work tasks identified in the UPWP. Federal and State funds shall be requested by and dispersed directly to the MPO in accordance with agreements of the State of Illinois and the Greater Peoria Mass Transit District.

The local money for FY 2023 shall be provided by each of the participating agencies noted herein by the contributing percentage of MFT funds each such agency received in Calendar Year 2021.

<table>
<thead>
<tr>
<th>Community</th>
<th>2021 MFT Allotment</th>
<th>2021 MFT %</th>
<th>FY2023 Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peoria County</td>
<td>$2,163,028</td>
<td>22.30%</td>
<td>$44,537</td>
</tr>
<tr>
<td>Tazewell County</td>
<td>$1,716,677</td>
<td>17.70%</td>
<td>$35,346</td>
</tr>
<tr>
<td>Woodford County</td>
<td>$609,932</td>
<td>6.29%</td>
<td>$12,558</td>
</tr>
<tr>
<td>City of Peoria</td>
<td>$2,522,577</td>
<td>26.00%</td>
<td>$51,940</td>
</tr>
<tr>
<td>City of Pekin</td>
<td>$747,822</td>
<td>7.71%</td>
<td>$15,398</td>
</tr>
<tr>
<td>City of East Peoria</td>
<td>$513,302</td>
<td>5.29%</td>
<td>$10,569</td>
</tr>
<tr>
<td>City of West Peoria</td>
<td>$102,191</td>
<td>1.05%</td>
<td>$2,104</td>
</tr>
<tr>
<td>City of Washington</td>
<td>$363,361</td>
<td>3.75%</td>
<td>$7,482</td>
</tr>
<tr>
<td>Village of Bartonville</td>
<td>$141,936</td>
<td>1.46%</td>
<td>$2,922</td>
</tr>
<tr>
<td>Village of Morton</td>
<td>$356,802</td>
<td>3.68%</td>
<td>$7,347</td>
</tr>
<tr>
<td>Village of Peoria Heights</td>
<td>$135,026</td>
<td>1.39%</td>
<td>$2,780</td>
</tr>
<tr>
<td>Village of Creve Coeur</td>
<td>$119,563</td>
<td>1.23%</td>
<td>$2,462</td>
</tr>
<tr>
<td>City of Chillicothe</td>
<td>$133,732</td>
<td>1.38%</td>
<td>$2,754</td>
</tr>
<tr>
<td>Village of Germantown Hills</td>
<td>$75,409</td>
<td>0.78%</td>
<td>$1,553</td>
</tr>
<tr>
<td>CityLink</td>
<td>N/A</td>
<td>N/A</td>
<td>$3,800</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$203,550</td>
</tr>
</tbody>
</table>

Any surplus of local matching money with accumulated interest will remain on deposit in the special bank account managed by the MPO with any excess from previous years and may be used for such purposes and projects as designated by the Tri-County Regional Planning Commission.
This agreement is approved as indicated by signature of an agent of the undersigned participating agency represented on the Tri-County Regional Planning Commission:

<table>
<thead>
<tr>
<th>Location</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartonville</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chillicothe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Creve Coeur</td>
<td></td>
<td></td>
</tr>
<tr>
<td>East Peoria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Germantown Hills</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GPMTD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pekin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peoria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peoria Heights</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Washington</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Peoria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peoria County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tazewell County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woodford County</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes   ☒ No

BE IT RESOLVED, by the Board of the County of Peoria, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
</table>

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of an agreement with the Tri-County Regional Planning Commission serving as the Metropolitan Planning Organization to assist the participating communities to coordinate their transportation needs through the Peoria Pekin Urbanized Area Transportation Study (PPUATS) FY 2023 Unified Work Program.

2. That there is hereby appropriated the sum of forty four thousand five hundred thirty seven and 00/100 $44,537.00 for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rachael Parker, Clerk in and for said County of Peoria in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the Board of Peoria at a meeting held on July 14, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year.

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date

Printed 06/15/22
Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement? Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type From the drop down box choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number Insert the section number of the improvement the resolution covers.

Governing Body Type From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA Insert the name of the LPA.

Contract or Day Labor From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length Insert the length of this segment of roadway being improved in miles.

Route Insert the Route Number of the road/street to be improved if applicable.

From Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No. Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route Insert the Route number on which the structure is located.

Location Insert the location of the structure.

Feature Crossed Insert the feature the structure crosses.

1 Insert a description of the major items of work of the proposed improvement.

2 Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ( ).
Instructions for BLR 09110 - Page 2 of 2

Name of Clerk
Insert the name of the LPA clerk.

LPA Type
Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Governing Body Type
Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

Name of LPA
Insert the name of the LPA.

Date
Insert the date of the meeting.

Day
Insert the day Clerk is signing the document.

Month, Year
Insert the month and year of the Clerk's signature. Seal
The Clerk shall seal the document here.

Clerk Signature
Clerk shall sign here.

Approved
The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: P.P.U.A.T.S. RESOLUTION

WHEREAS, the Counties of Peoria, Tazewell and Woodford, and several municipalities are participants in an effort to plan and coordinate transportation projects in the Peoria-Pekin Urbanized area; and

WHEREAS, Federal and State monies are available for urbanized areas transportation projects; and

WHEREAS, in accordance with Section 134 of the Transportation Equity Act of 1998, the Governor of the State of Illinois has appointed the Tri-County Regional Planning Commission to be the Metropolitan Planning Organization (MPO) to assist the participating communities to coordinate their transportation plans and programs; and

WHEREAS, local matching funds are necessary to obtain the Federal and State funds; and

WHEREAS, the participants in the program must provide a total match for the period of July 1, 2022 through June 30, 2023, (FY 2023) of $203,550.00, and Peoria County's share is $44,537.00; and

WHEREAS, the County of Peoria is authorized under 605 ILCS 5/5-701.7 to use a portion of the County's Motor Fuel Tax revenues for such purposes; and

WHEREAS, the Illinois Department of Transportation must approve the County's use of the Motor Fuel Tax revenue; and

WHEREAS, the participants have denoted their planning and coordination efforts as the "Unified Planning Work Program FY 2023" and Peoria County has designated it as Section 23-00130-00-ES, and that the "Unified Planning Work Program FY 2023" be contracted through the Tri-County Regional Planning Commission under its designation as the Metropolitan Planning Organization; and

WHEREAS, the participants must enter into an agreement establishing each participant's local matching share for the "Unified Planning Work Program FY 2023".

NOW, THEREFORE, BE IT RESOLVED, the County of Peoria hereby appropriates $44,537.00 of its County Motor Fuel Tax revenues for the "Unified Planning Work Program for Fiscal Year 2023", designated as Section 23-00130-00-ES"

BE IT FURTHER RESOLVED, the County Administrator is hereby authorized to sign the Agreement entitled "Joint Funding Agreement - Unified Planning Work Program FY 2023"; a copy of which is attached hereto and incorporated herein; and

BE IT FURTHER RESOLVED, the County Treasurer is hereby authorized to pay the invoice for the "Unified Planning Work Program for Fiscal Year 2023" from the County Motor Fuel Tax Fund.

Respectfully Submitted,
Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure  
LINE ITEM: Various MFT
MEETING DATE: June 20, 2022  
AMOUNT: N/A

ISSUE: Resolution for an Intergovernmental Agreement with the City of Peoria regarding Traffic Control Devices

BACKGROUND/DISCUSSION:
Peoria County entered into an Intergovernmental Agreement with the City of Peoria in 2012 for the City to perform pavement marking installations and traffic signal maintenance for the County. The City has appropriate equipment and staff to perform these necessary functions, while the County does not.

The current Intergovernmental Agreement expired June 1, 2021, and both the County and the City of Peoria wish to continue with the agreement. This resolution renews the agreement until June 1, 2027.

COUNTY BOARD GOALS:

- INFRASTRUCTURE STEWARDSHIP
- EFFECTIVE SERVICE DELIVERY
- HEALTHY VIBRANT COMMUNITIES
- COLLABORATION

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION: Approved 6/20/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Amy Benecke McLaren  
DEPARTMENT: Highway  
DATE: June 8, 2022

167
INTERGOVERNMENTAL AGREEMENT
BETWEEN COUNTY OF PEORIA AND CITY OF PEORIA
REGARDING TRAFFIC CONTROL DEVICES

This Agreement effective and commencing on June 1, 2022 by and between the COUNTY OF PEORIA, a body politic and corporate of the State of Illinois, hereinafter called the COUNTY, and the CITY OF PEORIA, hereinafter called the CITY.

WITNESSETH THAT:

Whereas, the COUNTY and CITY are desirous to further intergovernmental cooperation between the two entities; and

Whereas the maintenance of traffic control devices such as traffic signals and street striping are an area where intergovernmental cooperation will be beneficial to the CITY and COUNTY; and

Whereas the COUNTY does not employ personnel nor possesses equipment for the maintenance of such devices; and

Whereas the CITY employs such individuals and possesses such equipment, and currently provides similar services to the Illinois Department of Transportation; and

Whereas the CITY has been providing traffic control device maintenance services to the COUNTY over the past twenty years; and

Whereas the COUNTY and the CITY have reached an agreement pursuant to authority granted by Article VII, Section 10, of the Constitution of Illinois, 1970 and the Intergovernmental Cooperation Act, (51LCS 220/1 et.seq.).

NOW THEREFORE, in cooperation of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and the CITY that:

I. SCOPE OF SERVICES

A. Signal Maintenance: It is agreed that the actual maintenance will be performed by the CITY on devices indicated on Exhibit A, either with its own forces or through contractual agreements. Modernization of traffic control devices is not covered under this agreement.

B. Maintenance Level: It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual of Uniform Traffic Control for Streets and Highways.

Additional provisions regarding maintenance may be incorporated in this document upon agreement on both parties.

C. Deficiencies in Maintenance. It is also understood that if, in the judgment of the COUNTY Engineer, the CITY has not provided maintenance in accordance with the
maintenance level specified for those signal installations and devices which it has agreed to maintain, the COUNTY will give the CITY a 30 day notice in writing of specific deficiencies. If the CITY has not corrected the deficiencies and notified the COUNTY within the 30-day period, the COUNTY will arrange for the appropriate maintenance efforts. The CITY shall not bill for work deemed deficient and unaddressed under this provision.

D. **Pavement Markings.** The COUNTY shall reimburse the CITY for any COUNTY authorized pavement marking maintenance required for the operations of the traffic signal installation. This shall include any stop bars, crosswalks, symbols, reflectors, edge lines or lane lines required for supplementing the traffic signal installation. Further, the COUNTY may request that the CITY provide pavement marking maintenance apart from signalized intersections under the same provisions as above.

II. **COMPENSATION AND BILLING**

A. The CITY shall bill the COUNTY on a quarterly basis. The bill shall include an itemized list of expenditures.

B. Compensation shall be calculated according to the following:

   a. Labor: The cost of labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the CITY to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Total compensation per hour per employee is outlined in Exhibit C. Exhibit C may be updated from time to time as compensation conditions at the CITY change. The CITY shall provide the COUNTY with an updated Exhibit C as necessary.

   b. Equipment: Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense, as adjusted annually by the Illinois Department of Transportation.

   c. Materials: Materials shall be billed at cost.

   d. Contracted cost: Any cost for contracted work will be the actual cost for the contractor. Subject to change on a yearly basis due to wage rate increases.

C. The COUNTY shall remit payment within thirty (30) days of invoice.

III. **TERM**

A. This Agreement shall commence on the day that the last party executes it and shall continue until June 1, 2027.

B. This agreement will cease within 30 days upon written notification by either party.

IV. **INDEMNIFICATION**

The CITY shall indemnify and hold harmless the COUNTY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorneys’ fees) which any or all of them may hereinafter incur, be
responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the CITY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

The COUNTY shall indemnify and hold harmless the CITY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorneys’ fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the COUNTY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

V. GENERAL CONDITIONS:

A. This Agreement shall be binding upon the parties, their successors and assigns.

B. No activity carried out under this agreement shall be in conflict with collective bargaining agreements of either the COUNTY or CITY.

C. If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

D. ENTIRE AGREEMENT-AMENDMENTS

The preceding constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. This Agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

COUNTY OF PEORIA

By: ________________________
Scott Sorrel
Peoria County Administrator

Attest: ________________________
Rachel Parker
County Clerk

CITY OF PEORIA

By: ________________________
Patrick Urick
Peoria City Manager

Attest: ________________________
Stefanie Tarr
City Clerk
Exhibit A

Peoria County Traffic Signals Maintained by the City of Peoria

Following is the list of signalized intersections and locations with traffic control devices along County highways that are subject to provisions of the attached Master Agreement to which this is an exhibit.

<table>
<thead>
<tr>
<th>Location Number</th>
<th>Main Street</th>
<th>Cross Street</th>
<th>Maintenance Paid by</th>
<th>Peoria County %</th>
</tr>
</thead>
<tbody>
<tr>
<td>98.10</td>
<td>Airport</td>
<td>Garfield</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>98.20</td>
<td>Airport Road</td>
<td>Smithville Rd North</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>98.25</td>
<td>Airport</td>
<td>Smithville Rd South</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>98.27</td>
<td>Airport</td>
<td>Pfeiffer</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>98.40</td>
<td>Charter Oak</td>
<td>Big Hollow</td>
<td>CITY/COUNTY</td>
<td>50</td>
</tr>
<tr>
<td>162.10</td>
<td>Radnor</td>
<td>Willow Knolls</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>189.00</td>
<td>Old Galena Rd.</td>
<td>Engine Rd./Felicia</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>147.50</td>
<td>Farmington Rd</td>
<td>Sterling Ave</td>
<td>IDOT/ COUNTY</td>
<td>67/33</td>
</tr>
<tr>
<td>191.00</td>
<td>Galena Road, Old</td>
<td>Cedar Hills Drive</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>196.50</td>
<td>Lancaster Ln</td>
<td>Oak Grove West</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>197.00</td>
<td>Cameron Ln.</td>
<td>Lancaster Road</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>226.00</td>
<td>Shissler</td>
<td>Bell</td>
<td>SOLAR</td>
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</tr>
<tr>
<td>227</td>
<td>Princeville Jubilee</td>
<td>Legion Hall</td>
<td>SOLAR</td>
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<td>308</td>
<td>Old Galena</td>
<td>State</td>
<td>RFB-SOLAR</td>
<td>100</td>
</tr>
<tr>
<td>309</td>
<td>Smithville Rd</td>
<td>Curves Flasher</td>
<td>SOLAR + 4</td>
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<tr>
<td>317</td>
<td>Big Hallow</td>
<td>Creighton</td>
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<tr>
<td>310</td>
<td>Kickapoo Creek</td>
<td>Airport</td>
<td>SOLAR + 4</td>
<td>100</td>
</tr>
</tbody>
</table>
Traffic Control Device Maintenance Provisions

A: GENERAL PROVISIONS

1. CABINET PACK
   Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the COUNTY on emergency call outs.

2. HARDWARE SPECIFICATIONS
   All equipment and material used shall comply with the requirements of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Failure to meet these specifications shall be justification for permanent removal on the non-compliant equipment by the COUNTY, with the cost of removal to be the responsibility of the CITY.

   Any costs incurred as a result of exceeding the these specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the CITY, unless mutually agreed upon by both parties.

3. HIGHWAY LIGHTING
   For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system for such operation. The lighting arm, luminaries and all lighting cable shall be part of the highway lighting system.

   The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. The CITY shall inspect and maintain the highway lighting system equipment and invoice the COUNTY for labor, equipment and materials. In addition to regular inspection and maintenance, the CITY shall invoice the COUNTY for the cost of repairing or replacing damaged or missing highway lighting system equipment.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM
   Test Emergency Vehicle Preemption System (EVPS) equipment for property operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the CITY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the CITY.
5. **RAILROAD PREEMPTION**
   At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the COUNTY of the Illinois Commerce Commission and the COUNTY of the malfunction.

   None of the traffic signal railroad preempts parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the COUNTY and the Illinois Commerce Commission.

   Maintain unique spare controller date modules or set of data chips containing the final railroad preemption parameters for each location.

   Cooperation in any inspection as deemed necessary by the COUNTY or the Illinois Commerce Commission.

   The COUNTY shall provide contact personnel available at all times to whom railroad preemption malfunctions must be reported.

6. **DAMAGE REPAIRS**
   Repair or replace any and all equipment damaged by any cause whatsoever.

7. **ACCIDENT DAMAGE**
   Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

   Whenever third party claims cannot be recovered, the COUNTY shall share in the loss.

8. **TEMPORARY TRAFFIC CONTROL**
   Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection or flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs (only with controller cabinet set to flash operation) which will be removed once the signal is in working condition.

9. **EMERGENCY PERSONNEL**
   Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or tow (2) red lights out at intersection are considered emergencies.

   Provide the COUNTY the names, addresses and telephone numbers of at least two persons, who will be available for emergency repair of the traffic signals and keep the COUNTY informed of any changes of same.

10. **L.E.D. SIGNAL HEADS**
    Install all light emitting diodes (L.E.D. signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance
under any warranties. Maintain logs of the dates of the L.E.D. modules installation for warranty and for end of service life determination purposes.

B. AS REPORTED OR OBSERVED.

1. SIGNAL ALIGNMENT
   Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

2. CONTROLLER PROBLEMS
   Check the controllers, relays, and detectors after receiving complaints or call to ascertain that they are functioning properly and make all necessary repairs and replacement.

3. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT
   An L.E.D. module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement light emitting diodes (L.E.D.) signals heads and modules that fully comply with the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for vehicular and pedestrian L.E.D. signals modules, including but not limited to, color and intensity requirements. The signal and pedestrian housing shall also comply with the applicable ITE specification on minimum maintained luminous intensity.

4. PAINTING
   Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS
   At locations that are a part of a closed loop signal system maintained by the CITY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

   As needed, assist in the implementation of the signal timing plans.

   Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.
D. ANNUAL

1. CABINET INSPECTION
   Check the controllers, relays, and detectors to ascertain that they are functions properly and make all necessary repairs and replacement. Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS
   Observe the signals at the time of the annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING
   Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit annually.

4. VIDEO DETECTION TESTING
   Inspect, maintain, and clean all video detection and surveillance systems annually or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors,

5. CONTROLLER CHECK
   When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

   This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during annual cabinet inspections.

   Test the CMU/MMU on an annual basis with an ATSI or equivalent tester. The CITY shall retain test records for a period of seven years.

6. FUSE AND BREAKER CHECKS
   Fuse and breaker check should occur during annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

E: PERIODIC ALL

1. CLEARANCE TRIMMING
   Remove any obstruction blocking the line of sight of traffic signal fact to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

2. HARDWARE INSPECTION
   Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads every three years. The inspections
shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base place, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects, (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the COUNTY.

3. PAVEMENT MARKINGS
Inspect pavement markings and replace as necessary to insure proper motorist and pedestrian guidance. Insure that stop bars, symbols and crosswalks are in good condition. Insure lane, edge and center lines, and reflectors, provide clear delineation for motorists during daytime and nighttime.
### City of Peoria
**Traffic Control Device Maintenance Wage Rates**  
**December 1, 2021 - November 30, 2022**  

#### Straight Time

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<tr>
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<td>Maintenance Worker II</td>
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#### Overtime

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<td>Maintenance Worker II</td>
<td>$50.62</td>
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TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

Intergovernmental Agreement between the County of Peoria and the City of Peoria regarding Traffic Control Devices

RESOLUTION

WHEREAS, the COUNTY OF PEORIA and the CITY OF PEORIA are desirous to further intergovernmental cooperation between the two entities; and

WHEREAS, pavement marking installations and traffic signal maintenance are an area where intergovernmental cooperation will be beneficial to the COUNTY OF PEORIA; and

WHEREAS, the CITY OF PEORIA can provide these services to the COUNTY OF PEORIA.

NOW THEREFORE BE IT RESOLVED, that the COUNTY OF PEORIA enter into an Intergovernmental Agreement with the CITY OF PEORIA for the CITY OF PEORIA to perform pavement marking installations and traffic signal maintenance for the COUNTY OF PEORIA.

BE IT FURTHER RESOLVED, that the County Administrator be authorized to sign the Intergovernmental Agreement.

Respectfully submitted,
Infrastructure Committee
Jubilee Churchyard Cemetery Association  
(*Length of Term: 6 years*)
Lisa Sandall  
12801 W. Legion Hall Rd.  
Princeville, IL  61559  
Expiring: 6/30/2028
Human Services Transportation Plan Steering Committee of TCRPC
(Length of Term: 3 years)
Mary Patton
1607 N Autumn Lane
Peoria IL 61604
Expiring: 8/31/2022

ShamRA Robinson
1213 W. Columbia Terrace
Peoria IL 61606
Expiring: 8/31/2022

Pekin/LaMarsh Drainage & Levee District
(Length of Term: 3 years)
Bradley Burrell
1919 Liberty Ct.
Pekin IL 61554
Expiring: 8/31/2022
**Peoria County Sheriff**
Christopher Watkins
301 N. Maxwell Road
Peoria, IL  61604
*Replaces:  Brian Asbell*
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: June 21, 2022

ISSUE: Peoria County has been awarded a continuation grant (Agreement # 192351) from the Illinois Criminal Justice Information Authority (ICJIA) for SFY23 (7/1/22 through 6/30/23) in the amount of $282,574. This continuation grant provides full funding for 2 Redeploy Officers and .5 Probation Supervisor.

BACKGROUND/DISCUSSION: In 2013 Peoria County, through the Adult Probation Department, began to operate an Adult Redeploy Illinois (ARI) Program. The program continues to target non-violent felony offenders who historically would be committed to the Illinois Department of Corrections (IDOC). The program utilizes enhanced supervision (enhanced drug/alcohol and electronic monitoring, substance abuse counseling, mental health counseling, vocational, education, cognitive-behavioral programs, and community service opportunities). The goal of ARI is to reduce crime and recidivism in a way that is more cost effective to the Illinois taxpayers. This is accomplished by equipping local jurisdictions with empirically supported resources and supervision in reducing crime and recidivism.

All costs associated with this program are included in the budget proposal submitted and approved by ICJIA. These include all costs associated with equipment, training, monitoring services, and office supplies. The grant also funds all costs associated with 2.5 personnel (salary and fringe). In SFY22, the Peoria County Adult Redeploy Program continued to perform at a high level and met all state program requirements. During SFY22, the Adult Redeploy Illinois (ARI) received 30 new cases sentenced to the program with a total of 82 felony offenders served. Of 12 cases terminated during this period, 9 (75%) were scheduled terminations and 3 (25%) were committed to IDOC. The Peoria County Adult Redeploy Program continues to be a model within the State of Illinois.

Therefore, we are requesting this committee approve entering into an Inter-Governmental Agreement (IGA) between the County of Peoria and ICJIA for the period of twelve (12) months, commencing July 1, 2022. The IGA is not available yet but will be reviewed by counsel prior to execution. There is no budget amendment necessary.

COUNTRY BOARD GOALS:

STAFF RECOMMENDATION: Approve acceptance of the SFY23 Adult Redeploy Grant.

COMMITTEE ACTION: Approved 6/21/22 (7-0 votes) Mr. Elsasser absent for vote

PREPARED BY: Mark Bronke, Director of Probation & Court Services
DEPARTMENT: Court Administration
DATE: June 10, 2022
06/08/2022

Mark Bronke
Director of Probation & Court Services
Peoria County
324 Main Street, Suite 502
Peoria, IL 61602-1363

Dear Mr. Bronke,

I am writing to inform you of recent Adult Redeploy Illinois (ARI) Oversight Board action concerning SFY23 ARI funding. At its June 8, 2022, meeting, the Oversight Board designated up to $282,574.00 for the Peoria County (Grant #192351) to continue implementing ARI, subject to fiscal and legal review for allowability, necessity and reasonableness. The period of performance for SFY23 grants is July 1, 2022, to June 30, 2023.

We are currently processing the continuation materials submitted earlier to execute the SFY23 grant agreement. Additional information may be needed during the review. The awarding of funds for this program is contingent upon completion of all documents and the execution of the grant agreement.

If you have questions concerning this designation, please feel free to email me at carrie.wiekerson@illinois.gov. We look forward to working with you on this program.

Sincerely,

Carrie Wiekerson
Criminal Justice Specialist/Adult Redeploy Illinois
Illinois Criminal Justice Information Authority
60 E. Van Buren Blvd, Suite 650
Chicago, IL 60605
Phone: 312-793-0427
carrie.wiekerson@illinois.gov

Cc: Master File #192351
**Section C - Budget Worksheet & Narrative**

1. **Personnel (Salaries & Wages) (2 CFR 200.430)** --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Computation</th>
<th>Federal/State Amount</th>
<th>Match</th>
<th>Total Cost</th>
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<tr>
<td>Drake Comfort</td>
<td>Redeploy Officer</td>
<td>Salary or Wage, Year 100.00%</td>
<td>$ 48,713</td>
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<td>Austin Weishaupt</td>
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<td>Andrew Schultze</td>
<td>Probation Supervisor</td>
<td>Salary or Wage, Year 50.00%</td>
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<td>$ 29,200</td>
</tr>
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</table>

Personnel Narrative:

Two (2) Redeploy Officers provide the supervision and services for the clients of ARI. This includes conducting screenings for the program, office visits, drug tests, breathalyzers, community visits, home visits, case plans, goal review, action steps, GPS monitoring, and cognitive behavioral groups.

1) SFY23 annual salary $ 48,713
2) SFY23 annual salary $ 52,288

The Probation Supervisor serves as the ARI Coordinator. He supervises the officers as well as serving as a liason of the program to the courts and community. His SFY23 salary is $58,400 and this position is 50% dedicated to Adult Redeploy ($58,400*50%=$29,200).
Data Elements for Adult Redeploy Illinois the past 2 years of available data (2019-2020)

**Illinois Adult Redeploy**

**Peoria County Redeploy Program 2019-2020**

**Dimensions**
- Operates in the Probation Department
- 2 Redeploy Officers and a .5 Supervisor
- Serves non-violent adult felony defendants eligible for incarceration
- Reduced caseload than regular probation officer for more intense community supervision
- Efficient and rapid drug monitoring
- Electronic GPS/Alcohol Monitoring
- Minimum 4 contacts per month
- 30-month probation supervision average
- 80 defendants’ average daily caseloads
- 76 new defendants ordered to Redeploy Program
- 76 Redeploy Program Exits
- 49 Redeploy Probation Completions (65% Completion)

**Cost Effectiveness**
- Average annual cost of incarceration is $30,000
- Cost to incarcerate 49 Redeploy Probation Completions $1,470,000
- 2-year Grant Award to Peoria County $444,845
- 2-year cost saving to Illinois Taxpayers $1,025,155

Please note the data elements listed above are from the most recent published reports. 2021 Data will be published in December 2022 and can be made available upon request.
TO THE HONORABLE COUNTY BOARD  
COUNTY OF PEORIA, ILLINOIS  

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Approval of the SFY 2023 Adult Redeploy Grant Agreement with the Illinois Criminal Justice Information Authority.

RESOLUTION

WHEREAS, Peoria County has received a grant from the Illinois Criminal Justice Information Authority with funds to be used for Adult Probation as outlined in the attached Adult Redeploy Program Plan - Peoria County; and

WHEREAS, no matching funds from the County are required for the proposed grant; and

WHEREAS, the grant period runs from July 1, 2022, through June 30, 2023; and

WHEREAS, the grant was issued with short notice and required authorization; and

WHEREAS, no FY22 Budget amendment is required to approve this grant; and

WHEREAS, your Committee recommends that the County Board approve the SFY23 Adult Redeploy Grant in accordance with the attached budget.

NOW THEREFORE BE IT RESOLVED, by the Peoria County Board, that it approves the entering into of the SFY23 Adult Redeploy grant agreement from ICJIA, upon review and advice of counsel.

RESPECTFULLY SUBMITTED,

Public Safety and Justice Committee

Date: July 14, 2022
AGENDA BRIEFING

COMMITTEE: County Operations Committee  
LINE ITEM: 082-5-082-7-736-51811  
MEETING DATE: poll vote  
AMOUNT: $79,758

ISSUE: Proposed worker's compensation settlement.

BACKGROUND/DISCUSSION:
Case number 010015-006111-WC-01 is a worker's compensation case involving an employee injured on May 9, 2019. The County's attorney is requesting settlement authority not to exceed $79,758.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION:
Approve the settlement authority requested.

COMMITTEE ACTION: Approved via POLL VOTE 6/23/22

PREPARED BY: Shauna Musselman, Asst. County Administrator  
DEPARTMENT: County Administration  
DATE: June 21, 2022
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your County Operations Committee does hereby recommend passage of the following Resolution:

RE: Worker’s Compensation Case No. 010015-006111-WC-01

RESOLUTION

WHEREAS, the County of Peoria has been asked to consider settling Worker’s Compensation Case No. 010015-006111-WC-01; and

WHEREAS, your County Administrator and legal counsel would recommend approval of settlement for the pending Worker’s Compensation case in the amount of $79,758.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the County Administrator has authority to settle the pending Worker’s Compensation for a payment of $79,758 for the case designated as 010015-006111-WC-01.

RESPECTFULLY SUBMITTED,
COUNTY OPERATIONS COMMITTEE
AGENDA BRIEFING

ISSUE:

For RESOLUTION: Project Labor Agreement for the construction of a new Health and Human Services Campus

BACKGROUND/DISCUSSION:

Following past practice on major capital projects, staff sought a Project Labor Agreement with the craft unions under the West Central Illinois Building and Construction Trades Council. The PLA as presented is an agreement between the County and the building and trades construction unions that are likely to supply labor during the demolition of the current health department buildings and construction of the new Health and Human Services Campus. This agreement protects the County from any work stoppages that are beyond the control of either the County as owner or River City Construction LLC as the construction manager at risk. The agreement also states the County's desire to achieve goals for minority and women participation in the workforce on the job site, and that the building and trades construction unions will put forth a good faith effort to achieve the County's goals. These goals are consistent with the construction of both the Peoria Riverfront Museum, Heddington Oaks, and the abatement and demolition of Bel-Wood Nursing Home. The PLA as drafted is attached to the resolution. WCIBCTC has approved the PLA.

COMMITTEE ACTION:

PREPARED BY: Scott A. Sorrel, County Administrator
DEPARTMENT: County Administration
DATE: June 9, 2022
Peoria County
Health and Human Services Campus
Community Workforce Agreement

This Building and Construction Trades Agreement (hereinafter referred to as "Agreement") is entered into this _____ day of ______________, 2022 by and between the affiliates of the Building and Construction Trades Council listed on Exhibit A (individually and collectively "Union"), and, the undersigned Contractors and/or Subcontractors listed on Exhibit B (individually and collectively "Contractor"), Peoria County ("County") solely for construction and demolition work on the Health and Human Services Campus project.

Preamble

Contractor intends to perform certain Construction Work (defined below) for a Project (defined below) under contract with the County. Contractor desires to employ qualified craft persons who can perform this work with the highest degree of skill and competence without interruption by any form of work stoppage related to the expiration, renewal or negotiation of collective bargaining agreements with other employers or other projects. Further, Contractor wishes to comply with area standards of employment and employ craft persons in each trade in accordance with the wages, fringe benefits, and conditions established in each Local Agreement. The Union has available persons who are competent and qualified to perform work for Contractor and the Union is willing and able to furnish these workers in accordance with the terms and conditions hereinafter stated and in accordance with each Local Agreement.

ARTICLE I
Recognition

Contractor recognizes the Union as the exclusive collective bargaining representative for employees of Contractor performing work within the craft jurisdiction of Union. All apprentices and/or trainees utilized by the Contractor under this Agreement shall be
registered participants of the applicable training programs recognized by the United States Department of Labor, Bureau of Apprenticeship and Training.

**ARTICLE II**  
**Scope of Work**

This Agreement covers all construction, demolition, alteration, painting, landscaping, renovation or repair of a building, structure, or other work, performed by Contractor at the site of the work for the purpose of building the specific structures and improvements that constitute the Project ("Construction Work"). The Owner and Contractor agree that it shall not move any Construction Work, which normally takes place on the site, to any off site location. Any work that may be moved off site for any reason shall be covered by the terms and conditions of this Agreement.

**ARTICLE III**  
**Conditions of Employment**

Contractor recognizes that the Union has negotiated a collective bargaining agreement (referred to herein as "Local Agreement"), which sets forth the wages, fringe benefits, hours, and other terms and conditions of employment applicable to work within the jurisdiction of the Union. All of the terms and conditions set forth in the Local Agreement are hereby incorporated in this Agreement unless specifically changed, modified or replaced by this Agreement, and Contractor agrees to comply with all provisions of the Local Agreement on the Project in the same manner and to the same extent as if Contractor were an employer signatory to the Local Agreement. International Agreements shall not be utilized on a Project. Contractor further agrees to sign any and all participation agreements as required by any fringe benefit, training or other funds identified in the local collective bargaining agreement as identified above.
ARTICLE IV
Referral of Employees and Union Security

Contractor shall strictly comply with referral of employee procedures established in the Local Agreement except as modified herein. In the event that the Local Agreement does not set forth a referral procedure, Contractor shall obtain employees for that craft in accordance with established local hiring practices. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, policies or requirements. In the event the Union is unable to fill the request for referral by the Contractor within 48 hours (excluding Saturday, Sunday and any holiday) after the request is made, the Contractor may employ from any source. Contractor shall comply with the union security provisions set forth in the Local Agreement.

The Union recognizes that the County and the Contractor have established certain targets or requirements for the employment of minority and female workers and has worked in cooperation with the Union to afford employment opportunities for segments of the community who have been traditionally underrepresented in the construction industry. The Union will make available to the greatest extent feasible to Contractor minority and female workers as follows:

   Equity Workforce Goal:

   Minority:  18%
   Women:    5%

ARTICLE V
Non-Discrimination

The Union and Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or military status.
ARTICLE VI
Grievances

Any and all grievances that may arise on any work covered by this Agreement or the Local Agreement shall be processed in accordance with the grievance procedures set forth in the Local Agreement.

ARTICLE VII
Jurisdictional Disputes

The assignment of all work shall be made on the basis of traditional craft jurisdictional lines, agreements of record, established trade agreements, and prevailing area practices. If a jurisdictional dispute arises, the Contractors assignment shall be adhered to until the dispute is resolved. All jurisdictional disputes shall be resolved in the following manner:

Step 1. All disputes shall be first referred to the Stewards of the applicable Unions, and the Contractors on site Supervision for resolution.

Step 2. All disputes not resolved at Step 1, shall be referred to the business representatives of the applicable Unions and the Contractor's authorized representatives for resolution.

Step 3. All disputes not resolved at Step 2, shall then be referred to the International Representatives of the applicable Unions and the Contractors authorized representatives for resolution.

ARTICLE VIII
Subcontracting

In order to preserve work opportunities normally available to craft persons covered by this Agreement, to maintain wages, benefits and working conditions established within this area, and to avoid problems caused by common site relationships, Contractor agrees that it shall not contract any Construction Work on the Project covered by this Agreement to
any person, firm or company who is not a signatory to this agreement unless that party agrees to be bound by the terms of this agreement as if that party were a signatory.

ARTICLE IX
Savings Clause

It is the intent of the County, Contractor and Union to comply with all local, state and federal laws. Any provision of this Agreement finally adjudged to be in conflict with any applicable local, state or federal law shall be void. All other provisions and articles of this Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of the Local Agreement and the provisions of this Agreement, the terms of this Agreement shall prevail.

ARTICLE X
Work Stoppages

There shall be no strikes of any nature, work stoppages, picketing or slowdowns by the Union or employees against Contractor during the term of this Agreement. However, the Unions retain the right to have their members cease and desist working for any Contractor for failure to make required wage and/or fringe benefit payments. There shall be no lockouts by Contractor. In the event the Local Agreement expires during the term of this Agreement there shall be no work interruption or stoppage related to such expiration, but Contractor shall comply with all terms and conditions of any new Local Agreement and apply, retroactive to the expiration date of the old Local Agreement, all increases in wages, fringe benefits, and other economic items which are part of any new Local Agreement.

No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably
discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

Neither the Union nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the Union will use the best efforts of his/her office to cause the affiliated union or unions to cease any violations of this Article. The Union in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance. In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

(a) The party invoking this procedure shall notify an individual to be mutually agreed upon, whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice to all parties including the party alleged to be in violation.

(b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the notice to all parties involved as required above.

(c) The Arbitrator shall notify the parties of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and
such Award shall be served on all parties by hand or registered mail upon issuance.

ARTICLE XI
Pre-Job Conference

A reasonable length of time prior to beginning any on-site work, Contractor shall notify the West Central Illinois Building and Construction Trades Council of its intent to commence work and schedule a pre-job conference. Representatives of Contractor and Union shall meet to familiarize themselves with the scope of Contractor's work, resolve trade job assignments, manpower requirements, and discuss any other topic which may be relevant to the work so that the Union is better able to satisfy Contractor's needs and insure that work commences in the most efficient manner. A holiday schedule shall be adopted at the pre-job conference, which will be uniformly applied to all work on the job. Jobsite work shall not begin until completion of the pre-job conference.

ARTICLE XII
Term of Agreement

This Agreement shall be in full force and effect from the date as stated above. The Contractor signature pages shall be identified per each individual project and signed and attached to this master Agreement. Copies of the Contractor signature pages shall be provided to the West Central IL Building & Construction Trades Council for distribution to the individual Unions.
SIGNATURES

Project: Peoria County Health and Human Services Campus

________________________________________
Peoria County

________________________________________
Date
**Exhibit A**

**Project: Peoria County Health and Human Services Campus**

West Central Illinois Building and Construction Trades Council Affiliates
Signature Pages for Peoria County: Health and Human Services Campus
Project Agreement

<table>
<thead>
<tr>
<th>Union Name</th>
<th>Local</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Association of Heat And Frost Insulators &amp; Allied Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers &amp; Helpers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>International Union of Bricklayers &amp; Allied Craftworkers</td>
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</tr>
<tr>
<td>United Brotherhood of Carpenters and Joiners of America</td>
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<td></td>
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<tr>
<td>UBC Millwrights</td>
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<td></td>
</tr>
<tr>
<td>International Brotherhood of Electrical Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>International Union of Elevator Constructors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Union Name</td>
<td>Local</td>
<td>Date</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>-------</td>
<td>------</td>
</tr>
<tr>
<td>International Union of Operating Engineers</td>
<td>Local</td>
<td>Date</td>
</tr>
<tr>
<td>International Association of Bridge, Structural, Ornamental And Reinforcing Iron Workers</td>
<td>Local</td>
<td>Date</td>
</tr>
<tr>
<td>Laborers' International Union of North America</td>
<td>Local</td>
<td>Date</td>
</tr>
<tr>
<td>International Union of Painters &amp; Allied Trades</td>
<td>Local</td>
<td>Date</td>
</tr>
<tr>
<td>Operative Plasterers' and Cement Masons' International Association</td>
<td>Local</td>
<td>Date</td>
</tr>
<tr>
<td>United Union of Roofers, Waterproofers and Allied Workers</td>
<td>Local</td>
<td>Date</td>
</tr>
<tr>
<td>Sheet Metal Workers' International Association</td>
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<td>Date</td>
</tr>
<tr>
<td>Local</td>
<td>Date</td>
<td></td>
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<tr>
<td>Plumbers</td>
<td></td>
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<tr>
<td>Road Sprinklerfitters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steamfitters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>International Brotherhood of Teamsters</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT "B"

Project: Peoria County Health and Human Services Campus

Contractor and Subcontractor signature page for the
Peoria County: Health and Human Services Campus
Project Agreement

______________________________________________
Contractor

______________________________________________
Street Address

______________________________________________
City, State, Zip Code

By Its duly authorized representative

______________________________________________
Contractor

______________________________________________
Street Address

______________________________________________
City, State, Zip Code

By Its duly authorized representative

12
TO THE HONORABLE COUNTY BOARD  )
COUNTY OF PEORIA, ILLINOIS  )

Your County Health Committee does hereby recommend passage of the following Resolution:

RE: Approval of a Project Labor Agreement for the Construction of A New Health and Human Services Campus

RESOLUTION

WHEREAS, the County Board wishes to protect itself from any potential work stoppages that are beyond the control of the county and the general contractor when constructing a new Health and Human Services Campus; and

WHEREAS, the buildings and trades construction unions desire the same protection; and

WHEREAS, the attached agreement between the County and the buildings and trades construction unions is the method to ensure no work stoppages, along with the County's desire to achieve certain goals for minority and female participation in the workforce on the job site, and a clear statement on how to address issues that are likely to arise between two or more building and trade construction unions; and

WHEREAS, your Committee recommends approval of the attached Project Labor Agreement

NOW THEREFORE BE IT RESOLVED, by the Peoria County Board that the attached Project Labor Agreement, is hereby approved and the County Administrator is authorized and directed to execute the Project Labor Agreement on the County's behalf.

RESPECTFULLY SUBMITTED,
COUNTY HEALTH COMMITTEE
AGENDA BRIEFING

COMMITTEE: Finance, Audit, and Legislative Affairs Committee
MEETING DATE: July 14, 2022
LINE ITEM: n/a
AMOUNT: n/a

ISSUE: Approval of an ordinance amending an ordinance adopted by the County Board of the County on the 9th day of June, 2022, authorizing the issue of not to exceed $42,000,000 general obligation alternate bonds of the County, to authorize the sale of said Bonds pursuant to a private placement, and making other related changes.

BACKGROUND: In September 2011, Peoria County issued $42,000,000 of general obligation bonds (alternate revenue source) to finance a new Peoria County nursing home and related facilities, improvements, and costs. The bonds will mature on December 1, 2042. A total of $2,050,000 of principal has been paid off to date. A total of $19,263,228.85 of interest has been paid on these bonds to date.

The Peoria County Board made the tough decision to close the facility and take steps towards selling the building in the spring of 2020. The County had all residents moved out in August 2020, officially closing its doors thereafter.

The debt for Heddington Oaks has been callable since December 2020 and provides opportunity to restructure the debt service payment to match the $0.06 pennies per $100 assessed value that the Peoria County residents voted in favor of in 2003 to support the nursing home services. Peoria County voters had approved four prior referenda related to nursing home services and voter approval was again needed to “sell or dispose of” the assets of Heddington Oaks. The County Board presented the voters with this question on the ballot for the November 3, 2020 general election. Voter approval was granted, and thus, the Board and staff has put forth effort to sell the building. It is the County Board’s intent to use the proceeds of the sale to decrease the amount of the principal refunded.

The series 2011 coupons range from 3 to 4.5%. The County qualified under the IRS guidelines to issue tax-exempt bonds for the original purpose of the building. In order to refund the bonds as tax-exempt, the buyer of the building would also have to qualify under the IRS guidelines for tax-exempt status, most commonly known as a qualified 501(c)(3) status. The County adopted an authorizing ordinance on July 9, 2020, authorizing the County to refund the bonds as taxable as there was not a high level of confidence that a buyer with tax-exempt status would be identified. After the board passed the authorizing ordinance for refunding taxable bonds, a buyer that meets the IRS guidelines for tax-exempt status was identified and the County Board passed an additional authorizing ordinance to allow the refunding of tax-exempt bonds at the March 10, 2022 Board Meeting. Subsequently, the Authorizing Ordinance and Notice was published in the Peoria Journal Star, on March 14, 2022, to notify the public and allow for petitioners to question the issuance of Alternate Bonds be submitted for referendum. No petitions were filed.

The annual revenue for property tax in the nursing home fund was $1,990,253 in 2021 and $2,014,064 in 2020, a decrease of $23,811 or 1.2%. With the trend of rising prices in the real estate industry, this negative decline in EAV is now positive. The revenue shortfall from property taxes was covered by a transfer from the Public Facilities Sales tax fund in the amount of $359,517 for 2020, $468,365 in 2021, and is budgeted at $576,920 in 2022. A total of $917,439 has been transferred to date from the Public Safety Facilities sales tax fund to make up for the shortfalls in property taxes to cover the annual debt service payments. Any revenue shortfall in property taxes will be covered first by the Public Facilities Sales Tax, and then the General fund. The Public Facilities Sales tax not used for debt service repayment is used to fund pay-as-you-go capital.
In order to keep the refinanced debt within the $0.06 penny limit, the County will need to restructure the debt. Selling the bonds as tax-exempt allows the County to refund the bonds at lower interest rates than a taxable refunding. Based on preliminary interest assumptions and an estimated close date of late July, we are confident that with the estimated sale proceeds and the County Board’s commitment on March 10, 2022 to pledge $7.50M of General Fund reserves to pay down the principal balance, the County is in the best position to stay within the $0.06 penny levy and limit the requirement to extensively extend the amortization table.

Since the authorizing ordinances were passed, County staff has been in routine communication with our financial advisors as to what the best course of action would be. As a result, County staff has recently been made aware that there may be an opportunity to sell the bonds pursuant to a private placement, which may realize additional savings due to reduced interest rates. The ordinance presented today amends the ordinance adopted by the County Board on June 9th, 2022, authorizing the issue of not to exceed $42,000,000 general obligation alternate bonds of the County, to authorize the sale of said Bonds pursuant to a private placement, and making other necessary related changes. This allows the County the flexibility to pursue all options and choose the route in the best interest of the County and taxpayers.

COUNTY BOARD GOALS: HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION: APPROVAL

COMMITTEE ACTION:

PREPARED BY: Heather McCord, Chief Financial Officer
DEPARTMENT: Finance
DATE: July 14, 2022
TO THE HONORABLE COUNTY BOARD  
COUNTY OF PEORIA, ILLINOIS  

Your Finance, Audit and Legislative Affairs Committee does hereby recommend passage of the following Resolution:

AN ORDINANCE amending an ordinance adopted by the County Board of the The County of Peoria, Illinois, on the 9th day of June, 2022, authorizing the issue of not to exceed $42,000,000 general obligation alternate bonds of said County, to authorize the sale of said Bonds pursuant to a private placement, and making other related changes.

* * *

WHEREAS, the County Board (the “County Board”) of The County of Peoria, Illinois (the “County”), on the 9th day of June, 2022, adopted an ordinance entitled:

AN ORDINANCE providing for the issue of not to exceed $42,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022, of The County of Peoria, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds, the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, authorizing the sale of said bonds to the purchasers thereof and providing for the execution of an escrow agreement in connection with such issuance.

(the “Bond Ordinance”); and

WHEREAS, the Bond Ordinance authorizes the issue of general obligation alternate bonds to pay the costs to refund the County’s General Obligation Bonds (Alternate Revenue Source), Series 2011; and

WHEREAS, the County Board has further determined and does hereby further determine that it is necessary and desirable that certain provisions of the Bond Ordinance be amended:

NOW, THEREFORE, Be It and It Is Hereby Ordained by the County Board of The County of Peoria, Illinois, as follows:
Section 1. Incorporation of Preambles. The County Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Amendment of Bond Ordinance. The Bond Ordinance is hereby amended as follows:

A. The second paragraph of Section 3 of the Bond Ordinance shall be replaced in its entirety with the following language:

The Bonds, if issued, shall be dated such date (not later than December 1, 2022) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of $5,000 each and authorized integral multiples thereof (or such other denominations as set forth in the Bond Notification) (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds may be issued such that the interest on thereon is excludable from gross income of the owners thereof for federal income tax purposes (“Tax-Exempt Bonds”), or be issued such that such interest is not excludable from gross income of the owners thereof for federal income tax purposes (“Taxable Bonds”). The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on December 15 of each of the years (not later than 2052), in the principal amounts (not exceeding $1,600,000 per year) and bearing interest at the rates per annum (not exceeding 9.00% per annum) as set forth in the Bond Notification. The Bond Notification may provide for the interest rate on the Bonds to change prior to the final maturity of the Bonds, provided, however, that the interest rate borne on the Bonds following such change may not exceed the maximum rate set forth in the preceding sentence. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 15 and December 15 of each year thereafter to maturity.
B. Paragraph (a) of Section 5 of the Bond Ordinance shall be replaced in its entirety with the following:

(a) *Optional Redemption.* All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the County from any available funds, as a whole or in part, and if in part in integral multiples of $5,000 in any order of their maturity as determined by the County (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification (but not later than 10 1/2 years after issuance of the Bonds), and on any date thereafter, at the redemption price (not exceeding 102 percent of the principal amount of Bonds to be redeemed) as shall be set forth in the Bond Notification plus accrued interest to the date fixed for redemption.

C. The first paragraph of Section 8 of the Bond Ordinance shall be replaced in its entirety with the following:

The Chairman, the County Administrator and the Chair of the County’s Ways and Means Committee (the “Designated Representatives”), are hereby authorized to proceed not later than the 12th day of November, 2022, without any further authorization or direction from the County Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Bond Registrar, be by the Treasurer delivered to the hereinafter described “Purchaser,” upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Bonds (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any, it being hereby found and determined that the sale of the Bonds to the Purchaser is in the best interests of the County and that no person holding any office of the County, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the sale of the Bonds to the Purchaser. The Purchaser shall either be: (a) in a negotiated underwriting, Mesirow Financial, Inc., Chicago, Illinois (“Mesirow”), and Robert W. Baird & Co. Incorporated, Naperville, Illinois, or (b) in a private placement, a bank or financial institution authorized to do business in the State of Illinois; *provided, however,*
that the Purchaser shall be selected only upon the recommendation of Speer Financial, Inc., Chicago, Illinois, the County’s municipal advisor ("Speer"), that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interest of the County because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions, or (iii) the timing of the sale of the Bonds; and further provided, that the Purchaser as set forth in (b) may be selected through the utilization of Mesirow, as placement agent, after consultation with Speer, if the use of a placement agent is determined by the Designated Representatives to be in the best interest of the County. In the event that the Purchaser is selected through the utilization of a placement agent, the execution of a standard form of placement agent agreement between the County and Mesirow is hereby approved and authorized.

D. The fourth and fifth paragraphs of Section 8 of the Bond Ordinance shall be replaced in their entirety with the following:

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Chairman, the County Administrator, the Chief Financial Officer of the County, the County Clerk and any other officers of the County, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the County and the Purchaser (the “Purchase Contract”) and a continuing covenants agreement or similar document between the County and the Purchaser, if the same is selected through a private placement (a “Bank Agreement”). Any Bank Agreement may provide for default rates of interest and increased rates of interest upon the occurrence of an event of taxability, provided, however, that any such rates may not exceed the maximum rate of interest authorized in Section 3 hereof. Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the County, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract and, if applicable, the Bank Agreement.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds or the use by the County of any term sheet or other offering materials relating to the Bonds (collectively, the “Offering Materials”) is hereby ratified,
approved and authorized; the execution (as appropriate) and
delivery of the Offering Materials is hereby authorized; and the
officers of the County Board and any other officers of the County,
as shall be appropriate, are hereby authorized to take any action as
may be required on the part of the County to consummate the
transactions contemplated by the Purchase Contract, the Bank
Agreement, this Ordinance, the Offering Materials and the Bonds.

E. Section 16 of the Bond Ordinance shall be replaced in its entirety with the following:

Section 16. Non-Arbitrage and Tax Exemption. The County hereby
covenants that it will not take any action, omit to take any action or
permit the taking or omission of any action within its control
(including, without limitation, making or permitting any use of the
proceeds of the Tax-Exempt Bonds) if taking, permitting or omitting
to take such action would cause any of the Tax-Exempt Bonds to be
an arbitrage bond or a private activity bond within the meaning of
the Internal Revenue Code of 1986, as amended, or would otherwise
cause the interest on the Tax-Exempt Bonds to be included in the
gross income of the recipients thereof for federal income tax
purposes. The County acknowledges that, in the event of an
examination by the Internal Revenue Service (the “IRS”) of the
exemption from federal income taxation for interest paid on the Tax-
Exempt Bonds, under present rules, the County may be treated as a
“taxpayer” in such examination and agrees that it will respond in a
commercially reasonable manner to any inquiries from the IRS in
connection with such an examination.

The County also agrees and covenants with the purchasers and
holders of the Tax-Exempt Bonds from time to time outstanding
that, to the extent possible under Illinois law, it will comply with
whatever federal tax law is adopted in the future which applies to
the Tax-Exempt Bonds and affects the tax-exempt status of the Tax-
Exempt Bonds.

The County Board hereby authorizes the officials of the County
responsible for issuing the Tax-Exempt Bonds, the same being the
Chairman and County Clerk and the Treasurer to make such further
covenants and certifications regarding the specific use of the
proceeds of the Tax-Exempt Bonds as approved by the County
Board and as may be necessary to assure that the use thereof will not
cause the Tax-Exempt Bonds to be arbitrage bonds and to assure
that the interest on the Tax-Exempt Bonds will be exempt from
federal income taxation. In connection therewith, the County and
the County Board further agree: (a) through their officers, to make
such further specific covenants, representations as shall be truthful,
and assurances as may be necessary or advisable; (b) to consult with
counsel approving the Tax-Exempt Bonds and to comply with such
advice as may be given; (c) to pay to the United States, as necessary,
such sums of money representing required rebates of excess
arbitrage profits relating to the Tax-Exempt Bonds; (d) to file such
forms, statements, and supporting documents as may be required
and in a timely manner; and (e) if deemed necessary or advisable by
their officers, to employ and pay fiscal agents, financial advisors,
attorneys, and other persons to assist the County in such compliance.

The provisions of this Section 16 shall not apply to any of the Bonds
issued as Taxable Bonds.

F. The following new section shall be inserted after Section 22 of the Bond Ordinance:
   Section 23. Optional Tender. While the Bonds are outstanding, on any date after the date
   which is ten years after the issuance of the Bonds, shall be purchased on the demand of the owner
   thereof on any day at a price equal to 100% of the principal amount thereof, plus accrued and
   unpaid interest thereon to the date of purchase, upon delivery to the Bond Registrar at its principal
   corporate trust office on any day, of the following:

   (i) a written irrevocable notice, which will be effective
       upon receipt, which (A) states the name and address of  the owner
       and the principal amount of the Bonds and (B) states the date on
       which the Bonds shall be so purchased, which date shall be not prior
       to the date which is ninety (90) days after the date of the delivery of
       such notice to the Bond Registrar; and

   (ii) the Bonds (with all necessary endorsements and
        guarantee of signature attached to such notice); provided, that the
        purchase price of the Bonds shall be paid by the close of business
        on the purchase date, but only upon the delivery of the Bonds to the
        Bond Registrar and provided the Bonds shall conform in all material
        respects to the description thereof in such notice.

G. Sections 23 and 24 of the Bond Ordinance shall be renumbered Sections 24 and 25,
   respectively.

   Section 3. Filing. A certified copy of this Ordinance shall be filed with the County Clerk
   and the Bond Registrar (as defined in the Bond Ordinance); and the County Clerk shall in the
   future attach a certified copy of this Ordinance to the Bond Ordinance whenever the County Clerk
   makes available a copy of the Bond Ordinance.
Section 4. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

[Remainder of Page Intentionally Left Blank]
Section 5. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its adoption.

ADOPTED: July 14, 2022

_______________________________________
Chairman, County Board

Attest:

__________________________
County Clerk
COUNTY OF PEORIA, ILLINOIS

RESOLUTION EXTENDING THE DECLARATION OF EMERGENCY DUE TO COVID-19 IN PEORIA COUNTY, ILLINOIS

WHEREAS, since early March 2020, Illinois has faced a pandemic that has caused extraordinary sickness and loss of life, infecting over 3,457,5001 and taking the lives of more than 34,1802 Illinois residents as of July 7, 2022; and,

WHEREAS, protecting the health and safety of Illinoisans is among the most important functions of State government; and,

WHEREAS, as Illinois adapts and responds to the public health disaster caused by Coronavirus Disease 2019 (COVID-19), a novel severe acute respiratory illness that spreads rapidly through respiratory transmissions and that continues to be without an effective treatment or vaccine, the burden on residents, healthcare providers, first responders, and governments throughout the State is unprecedented; and,

WHEREAS, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020; and,

WHEREAS, the World Health Organization characterized the COVID-19 outbreak as a pandemic, and has now reported more than 553.6 million 3 confirmed cases of COVID-19 and 6.3 million deaths 4 attributable to COVID-19 globally and,

WHEREAS, despite efforts to contain COVID-19, the virus continued to spread rapidly, resulting in the need for federal and State governments to take significant steps; and,

WHEREAS, COVID-19 vaccines are effective at preventing COVID-19 disease, especially severe illness and death, but a proportion of the population remains unvaccinated and some residents, including younger children, cannot yet receive the vaccine; and,

WHEREAS, on March 9, 2020, the Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19; and,

WHEREAS, on March 13, 2020, the President declared a nationwide emergency pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), covering all states and territories, including Illinois; and,

WHEREAS, on March 26, 2020, the President declared a major disaster in Illinois pursuant to Section 401 of the Stafford Act; and,
WHEREAS, on April 1, 2020, due to the exponential spread of COVID-19 in Illinois, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, on April 30, 2020, due to the continued spread of COVID-19 in Illinois, the threatened shortages of hospital beds, ER beds, and ventilators, and the inadequate testing capacity, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,


WHEREAS, as circumstances surrounding COVID-19 rapidly evolve and new evidence emerges, there have been frequent changes in information and public health guidance; and,

WHEREAS, the unprecedented nature of COVID-19, including the health consequences it has on not just the respiratory system but the heart, brain, kidneys, and the body's immune response, has made the virus’s effects and its path difficult to predict; and,

WHEREAS, the Omicron variant is more transmissible than prior variants, and has led to significant increases in the number of COVID-19 cases; and,

WHEREAS, the rapid spread of the Omicron variant has resulted in more hospitalizations throughout the State than at any prior point during the COVID-19 pandemic; and,

WHEREAS, an Omicron subvariant, BA.2, has driven surges in cases, hospitalizations, and deaths in other parts of the world, and has led to a recent increase in the number of COVID-19 cases in the State; and,

WHEREAS, social distancing, face coverings, and other public health precautions have proven to be critical in slowing and stopping the spread of COVID-19; and,

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) issued revised guidance on February 25, 2022, to lift its recommendation for universal indoor masking; and,

WHEREAS, that CDC guidance provided a framework for assessing community COVID-19 levels based on COVID-19 hospital admissions, inpatient bed availability, and number of COVID-19 cases; and,

WHEREAS, the CDC’s guidance now only recommends universal masking in communities with high community COVID-19 levels; and,
WHEREAS, the CDC continues to advise that some community settings, such as schools and high-risk congregate settings may require additional layers of prevention based on the characteristics of the setting and in the event of an outbreak; and,

WHEREAS, some people infected by the virus remain asymptomatic but nonetheless may spread it to others; and,

WHEREAS, public health guidance advises that minimizing physical interactions between people who do not reside in the same household is critical to slowing the spread of COVID-19; and,

WHEREAS, as COVID-19 has spread in Illinois over the course of the Gubernatorial Disaster Proclamations, the circumstances causing a disaster throughout the State have changed and continue to change, making definitive predictions of the course the virus will take over the coming months extremely difficult; and,

WHEREAS, at the time of the first Gubernatorial Disaster Proclamation, there were 11 confirmed cases of COVID-19 in one Illinois county; and,

WHEREAS, as of July 7, 2022, there have been over 3.45 million confirmed cases of COVID-19 in all Illinois counties; and,

WHEREAS, the first death attributed to COVID-19 in Illinois was announced on March 17, 2020; and,

WHEREAS, as of July 7, 2022, more than 34,180 residents of Illinois have died due to COVID-19; and,

WHEREAS, from the outset, studies have suggested that for every confirmed case there are many more unknown cases, some of which are asymptomatic individuals who can pass the virus to others without knowing; and,

WHEREAS, the number of new COVID-19 cases in Illinois has increased recently and is at the highest point in several weeks, and the virus continues to infect too many individuals and claim the lives of too many Illinoisans each day; and,

WHEREAS, it is important for the State to prepare for potential surges and new variants of COVID-19, such as the BA.2 Omicron subvariant; and,

WHEREAS, the fact that the BA.2 Omicron subvariant has caused significant surges in cases, hospitalizations, and deaths in other parts of the world indicates that the COVID-19 situation remains fluid; and,

WHEREAS, without precautions COVID-19 can spread exponentially, even in less populous areas; and,
WHEREAS, the U.S. has surpassed 88.38 million total cases and 1,020,270 deaths; and,

WHEREAS, COVID-19 has claimed the lives of and continues to impact the health of Black and Hispanic Illinoisans at a disproportionately high rate – magnifying significant health disparities and inequities; and,

WHEREAS, the Illinois Department of Public Health activated its Illinois Emergency Operations Plan and its Emergency Support Function 8 Plan to coordinate emergency response efforts by hospitals, local health departments, and emergency management systems in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, as the virus has progressed through Illinois, the crisis facing the State continues to develop and requires an evolving response to ensure hospitals, health care professionals and first responders are able to meet the health care needs of all Illinoisans and in a manner consistent with CDC guidance that continues to be updated; and,

WHEREAS, in order to ensure that health care professionals, first responders, hospitals and other facilities are able to meet the health care needs of all residents of Illinois, the State must have critical supplies, including PPE, such as masks, face shields, gowns, and gloves; and,

WHEREAS, the State of Illinois maintains a stockpile that supplies the existing PPE supply chains and stocks at various healthcare facilities; and,

WHEREAS, while the State continues to make every effort to ensure an adequate supply of PPE, if those procurement efforts are disrupted or Illinois experiences a surge in COVID-19 cases, the State may face a life-threatening shortage of respirators, masks, protective eyewear, face shields, gloves, gowns, and other protective equipment for health care workers and first responders; and,

WHEREAS, Illinois continues to use a significant percentage of hospital beds and ICU beds; and, if COVID-19 cases surge, the State could face a shortage of critical health care resources; and,

WHEREAS, the effects of the COVID-19 pandemic have resulted in a nationwide shortage of healthcare professionals that is impacting the delivery of healthcare services in Illinois including the availability of staff, beds, and healthcare services in healthcare facilities, including State-operated facilities; and,

WHEREAS, during the recent Omicron wave Illinois had more COVID-19 patients hospitalized throughout the State than any other point during the pandemic; and,

WHEREAS, in addition to causing the tragic loss of more than 33,865 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,
WHEREAS, nationwide more than 80 million people have filed unemployment claims since the start of the pandemic; and,

WHEREAS, the Illinois Department of Employment Security announced that the State’s unemployment rate continues to be high at 4.6% in May, 2022; and,

WHEREAS, the most recent unemployment data for Peoria County from the Illinois Department of Employment Security is from May 2022 and showed an unemployment rate of 6.5%, the sixth highest rate of the 102 counties; and,

WHEREAS, the Department of Commerce and Economic Opportunity is working to address the economic crisis, including through assistance programs such as the Business Interruption Grants Program for businesses that experienced a limited ability to operate due to COVID-19 related closures; and,

WHEREAS, the economic loss and insecurity caused by COVID-19 threatens the viability of business and the access to housing, medical care, food, and other critical resources that directly impact the health and safety of residents; and,

WHEREAS, the Peoria County Emergency Management Agency, along with the City of Peoria’s Office of Emergency Management activated the County’s Public Health Emergency Plan, the County’s Emergency Operations Plan, and the City’s Emergency Operations Plan to coordinate emergency response efforts at the local level in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, based on the foregoing facts, and considering the rapid spread of COVID-19 and the ongoing health and economic impacts that will be felt over the coming month by people across the State, the current circumstances in Illinois surrounding the spread of COVID-19 constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, based on the foregoing, the continuing burden on hospital resources, the potential shortages of resources in the event of a surge in infections, and the critical need to increase the purchase and distribution of PPE as well as to expand COVID-19 testing capacity and contact tracing constitute a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, it is the policy of the County of Peoria to be prepared to address any disasters and, therefore, it is necessary and appropriate to make County resources available to ensure that our public health system is capable of serving those impacted by COVID-19 and that Peoria County residents remain safe and secure and able to obtain medical care; and,

WHEREAS, this proclamation will assist the County of Peoria in facilitating economic recovery for individuals and businesses in an effort to prevent further devastating consequences from economic instability; and,
WHEREAS, these conditions provide legal justification under Section 7 of the Illinois Emergency Management Agency Act for the new issuance of a proclamation of disaster; and,

NOW, THEREFORE, in the interest of aiding the people of Peoria County for ensuring public health and safety, I, Andrew A. Rand, Chairperson of the Peoria County Board of Peoria County, Illinois, hereby proclaim as follows:

Section 1. Pursuant to the provisions of Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, I find that a disaster exists within the County of Peoria, Illinois and specifically declare Peoria County as a disaster area. The proclamation authorizes the exercise of all of the emergency powers provided in Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, afforded to county government, including but not limited to those specific emergency powers set forth below.

Section 2. The Peoria City/County Health Department is directed to continue implementing the County Emergency Operations Plan and Public Health Emergency Plan in coordination with the City of Peoria and applicable agencies of the State of Illinois.

Section 3. The Peoria City/County Health Department is further directed to cooperate with the State agencies, the Peoria County Board, and local authorities in Peoria County in the development and implementation of strategies and plans to protect the public health in connection with the present public health emergency.

Section 4. The provisions of Chapter 6.5, Centralized Purchasing, of the Peoria County Code of Ordinances that would in any way prevent, hinder or delay necessary action in coping with the disaster are suspended to the extent they are not required by federal law to aid with emergency purchases necessary for response and other emergency powers as authorized by the Illinois Emergency Management Agency Act.

Section 5. This proclamation can facilitate requests for both federal and state emergency and/or disaster assistance if a complete and comprehensive assessment of damage indicates that effective recovery is beyond the capabilities of the County of Peoria, Illinois.

Section 6. This proclamation shall be effective immediately and remain in effect for 30 days.

DATED at Peoria, Illinois, this 14th day of July, A.D., 2022.

Andrew A. Rand / James T. Fennell
Peoria County Board Chairperson / Peoria County Board Vice Chairperson
ATTEST:

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Rachael Parker
Peoria County Clerk

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Sources:
3 John Hopkins Coronavirus Resource Center: https://coronavirus.jhu.edu/map.html
4 John Hopkins Coronavirus Resource Center: https://coronavirus.jhu.edu/map.html
7 John Hopkins Coronavirus Resource Center: https://coronavirus.jhu.edu/map.html
8 John Hopkins Coronavirus Resource Center: https://coronavirus.jhu.edu/map.html