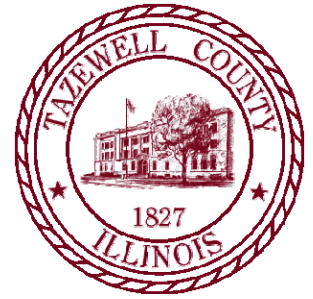


**TAZEWELL COUNTY BOARD
JUSTICE CENTER COMMUNITY ROOM
WEDNESDAY ~ JUNE 24, 2009 ~ 6:00 P.M.**

**DAVID ZIMMERMAN ~ CHAIRMAN OF THE BOARD
JAMES CARIUS ~ VICE CHAIRMAN OF THE BOARD**



- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Approve minutes of May 27, 2009 meeting
- D. **IN PLACE Land Use Committee Meeting**
- E. **IN PLACE Transportation Committee Meeting**
- F. **IN PLACE Human Resources Committee Meeting**
- G. **IN PLACE Property Committee Meeting**
- H. **IN PLACE Risk Management Committee Meeting**
- I. **IN PLACE Executive Committee Meeting**
- J. Consent Agenda:

T-09-32

1. Transportation:

Authorize the allocation of Federal stimulus project money from the Dee Mack/Eureka Road project to the Allentown Road project
UPON APPROVAL OF IN PLACE MEETING

T-09-33

2. Transportation:

Approve Washington and Muller Roads, Section 09-00000-05 GM (Crack Sealing) to Fahrner Asphalt Sealers, L.L.C. to be paid from Motor Fuel Tax Funds in the amount of \$44,969.90

T-09-34

3. Transportation:

Approve Broadway Road Jurisdictional Transfer agreement

- T-09-35 4. Transportation:
- Authorize the County Engineer to proceed with the preparation of plans and bidding documents for the Springfield Road Erosion Scour project with costs to be paid 50/50 from County Matching Tax Funds and County Bridge Funds at an approximate amount of \$300,000.00
- T-09-36 5. Transportation:
- Approve the prevailing rate of wages as defined in Said Act for laborers, mechanics and other workers employed in Tazewell County performing construction of public works for said Tazewell County
- T-09-37 6. Transportation:
- Approve a 3% salary increase for the County Engineer for the period July 1, 2009 to June 30, 2010 for a total annual salary of \$106,562.00 and the County Engineer's monthly stipend pay for mileage for the period of July 1, 2009 to June 30, 2010 be set at \$650.00 with additional mileage reimbursement for travel outside the Tazewell/Peoria metro area to be paid at the current mileage rate
- F-09-22 7. Finance:
- Approve Intergovernmental Agreement with the Department of Healthcare and Family Services for the submission of Medicaid claims
- F-09-23 8. Finance:
- Approve purchase of tape drive to be paid out of the Treasurer's Automation Fund
- F-09-17 9. Finance:
- Approve transfer request from Court Services in the amount of \$5,000.00
- F-09-18 10. Finance:
- Approve transfer request from County Clerk in the amount of \$10,000.00
- F-09-19 11. Finance:
- Approve transfer request from Community Development in the amount of \$1,000.00

- F-09-20 12. Finance:
 Approve transfer request from County Administration in the amount of \$25,000.00
- F-09-21 13. Finance:
 Approve transfer requests from County Board in the amount of \$7,124.00
- F-09-24 14. Finance:
 Approve transfer request from Regional Office of Education in the amount of \$2,000.00
- F-09-25 15. Finance:
 Approve Economic Development Retail Study funding request up to a maximum of \$5,000.00
- HR-09-18 16. **Human Resources:**
 Approve a replacement hire for a Deputy Circuit Clerk at a Grade 11 with a hiring range of \$9.702 - \$10.079
 UPON APPROVAL OF IN PLACE MEETING
- P-09-13 17. **Property:**
 Approve a two (2) year intergovernmental agreement with the City of Pekin for Vehicle maintenance and fuel
 UPON APPROVAL OF IN PLACE MEETING
- P-09-11 18. Property:
 Approve advertising for the proposed sale of Copperas Creek
- P-09-12 19. Property:
 Approve proposal submitted by Ragan Communications for an Outdoor Warning Siren in the amount of \$33,468.00
- E-09-57 20. **Executive:**
 Approve a proclamation recognizing the importance of the 2010 Census count
 UPON APPROVAL OF IN PLACE MEETING

E-09-69

21. Executive:

Approve precinct boundary changes as presented by the County Clerk
UPON APPROVAL OF IN PLACE MEETING

K. Communications from members of the public and county employees

L. Communications from elected and appointed county officials

M. Appointments - **UPON APPROVAL OF IN PLACE MEETING**

E-09-58

a. Gary Burton – Board of Health - Reappointment

E-09-59

b. Michael Harris – Board of Health - Reappointment

E-09-60

c. Michael Godar – Board of Health - Appointment

E-09-61

d. Dr. Dennis Caffery – Board of Health – Appointment

E-09-62

e. Tim Gottschalk – Armington Community Fire Protection District – Appoint

E-09-63

f. Mark Schleder – Green Valley Fire Protection District – Appoint

E-09-64

g. Tom Maher – Veterans Commission - Appoint

E-09-65

h. Robert Skaggs – Northern Tazewell Public Water District – Reappointment

E-09-66

i. Richard Adams – Northern Tazewell Public Water District – Reappointment

E-09-67

j. Greg Keil – Northern Tazewell Fire Protection District – Reappointment

E-09-68

k. Kevin Alford – Hopedale Fire Protection District - Appointment

N. Unfinished Business

O. New Business

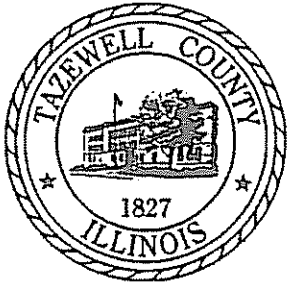
1. Reports of Standing Committees

2. Reports of Special Committees

P. Approval of Bills

Q. Approval of Calendar of Meetings – July 2009

R. Recess to Wednesday, July 29, 2009



~ In Place Meeting~

~ Transportation Committee ~
Greg Sinn ~ Chairman
Justice Center Community Room
Wednesday, June 24, 2009
6:00 p.m.

- I. Roll Call
- II. New Business
- T-09-32 A. Recommend to approve allocation of Federal stimulus project money from the Dee Mack/Eureka Road project to Allentown Road project
- III. Recess

Members: Chairman Greg Sinn, Jan Donahue, John Ackerman, Joe Berardi, James Carius, Rosemary Palmer, Melvin Stanford and Terry Von Boeckman

COMMITTEE REPORT

T-09-32

Mr. Chairman and Member of Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County Engineer requested and received approval to receive bids for resurfacing Dee Mack Road (County Highway 6) from the Woodford County Line to Business U.S. Route 24 as plans and specifications became available during the May 27, 2009 Tazewell County Board meeting; and

WHEREAS, it has been determined a portion of said previously approved resurfacing project on Dee Mack Road from U.S. Route 24 to the Woodford County line is ineligible for federal funds, therefore it is now requested by the County Engineer, that the previously approved resurfacing project on Dee Mack Road (County Highway 6) be altered and approved as follows:

1. Dee Mack Road – U.S. Route 24 to Business U.S. Route 24 - resurfacing (09-00000-02-RS) - \$320,000 FED (ARRA); and

WHEREAS, in order to utilize all federal funds remaining, the County Engineer has also requested additional approval to receive bids for resurfacing Allentown Road (County Highway 5) from Springfield Road (County Highway 1) to Interstate 155, as plans and specifications become available to be approved as follows:

2. Allentown Road–Springfield Road to Interstate 155 - resurfacing (09-00027-12-RS) - \$179,000 MFT, \$446,000 FED (ARRA); and

WHEREAS, both projects now requested would be funded in full or in part by the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Board Chairman be authorized to sign the required Local Agency Agreement(s) for Federal Participation (BLR 05310) if required, and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer be authorized to take bids for both of said projects, and

THEREFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

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

PASSED THIS 24th DAY OF JUNE, 2009

ATTEST:

County Clerk

County Board Chairman



~ In Place Meeting ~

~ Property Committee ~

Carroll Imig ~ Chairman

Justice Center Community Room

Wednesday ~ June 24, 2009 ~ 6:00 p.m.

I. Roll Call

II. New Business

P-09-13 A. Recommend approval of two (2) year intergovernmental agreement between Tazewell County and the City of Pekin for vehicle maintenance and fuel

III. Recess

Members: Chairman Carroll Imig, Dean Grimm, John Ackerman, Joe Berardi, Brett Grimm, Lincoln Hobson, Tim Neuhauser and Jerry Vanderheydt

Tazewell County Board



*David Zimmerman, Chairman of the Board
David A. Jones, County Administrator*

To: Carroll Imig, Chairman, and Property Committee members
David Zimmerman, Chairman, and County Board members

From: David A. Jones, County Administrator *D.A.J.*

Date: June 22, 2009

Subject: Intergovernmental agreement for vehicle maintenance and fuel

There will be an in-place Property Committee meeting on Wednesday to consider approval of a new, two-year vehicle maintenance agreement between Tazewell County and the City of Pekin.

The new agreement calls for a \$65 hourly labor rate, up from the previous \$55, plus a 28% markup on parts (the City acquires the parts at wholesale prices so we pay similar to a retail rate), up from 25% in the previous contract. There is no change to the five-cent-per-gallon markup on fuel, which was previously part of a separate agreement but will now be consolidated into one contract. The hourly rate is more than some private maintenance shops charge yet is still considerably lower than the dealerships charge. The contract locks in prices for two years.

The agreement as proposed provides flexibility for the County. The agreements for vehicle maintenance and fuel have never been exclusive agreements as we have occasionally taken work to other service providers and of course several departments use our fuel pumps in Tremont exclusively. The fuel portion of the agreement saves staff hours, reduces unnecessary driving and associated wear and tear and the direct cost of County employees driving to Tremont to fill up, while the vehicle maintenance portion provides certified mechanics with significant experience with similar-type work at rates lower than the dealerships.

I anticipate County offices shopping around more for maintenance work, including preventative (e.g., oil changes, brake checks, etc.) and true repair work, rather than using this contract to do the overwhelming majority of the preventative and repair work on County vehicles. The Sheriff's Office has already begun using a local repair shop—one that does considerable work on Impalas, the mainstay of the County fleet—and is GM certified to do warranty work. The County has realized savings and the County needs a non-exclusive agreement to ensure flexibility and keep maintenance costs as low as possible.

The intergovernmental agreement provides an option to County departments by providing good service with qualified technicians who know the County's fleet, and at a convenient location at pre-determined prices. In cases where we can get a better price or quicker turnaround, we retain the option of using a private repair shop. I recommend approval of the two-year intergovernmental agreement.

If you have any questions or concerns, please let me know. Thanks.

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve an intergovernmental vehicle maintenance and fuel agreement between Tazewell County and the City of Pekin; and

THEREFORE BE IT RESOLVED that the County Board approve this intergovernmental agreement between Tazewell County and the City of Pekin for vehicle maintenance and fuel.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the City Manager, City Hall, 111 S. Capitol Street, Pekin, IL 61554, the Sheriff and the Auditor of this action.

PASSED THIS 24TH DAY OF JUNE, 2009.

ATTEST:

County Clerk

County Board Chairman

VEHICLE MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of June 2009, by and between the CITY OF PEKIN, an Illinois municipal corporation and TAZEWELL COUNTY, Illinois.

WHEREAS, the City of Pekin and Tazewell County desire to set forth their agreement regarding maintenance and repair of Tazewell County vehicles by the City of Pekin; and

WHEREAS, the 1970 Illinois Constitution (Article XII, Section 10) and the Illinois Compiled Statutes (5 ILCS 22011-220/8) provide authority for intergovernmental cooperation; and

WHEREAS, the maintenance and repair of Tazewell County's and the City of Pekin's vehicles are essential to providing their respective services and may be obtained more effectively and economically on an area wide basis and by joint efforts and resources.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term.** This Agreement shall begin on June 1, 2009 and terminate on May 31, 2011. Either party may terminate this Agreement by providing (60) days written notice to the other party.

2. **Repairs and Maintenance of Vehicles.** When service or maintenance on Its vehicles is needed, Tazewell County will deliver its vehicles to the City of Pekin's facility at 1130 Koch street, Pekin, Illinois for such repair and Maintenance. Each time Tazewell County delivers a vehicle, the vehicle shall be accompanied by a written authorization describing the work to be performed.

All such authorizations shall be executed by the respective Department Head, Fleet Manager, or designee. Any additional work may be performed only with the Prior written approval of the respective Tazewell County Department Head, Fleet Manager, or designee in charge of vehicle maintenance. All repairs and maintenance shall be performed in a workmanlike manner.

3. **Costs and Payment.** Repairs and maintenance shall be billed at the rate of \$65.00 per hour, plus parts. Parts shall be billed at cost

plus Twenty-eight percent (28%) of cost. Gasoline shall be billed at cost plus five (5) cents.

The City of Pekin shall bill Tazewell County monthly. Tazewell County shall pay all invoices within thirty (30) days of receipt.

4. **Limitation of Liability.** The City of Pekin shall not be liable for loss of or injury to Tazewell County's vehicles resulting from fire, flood, or other act of God, nor for an amount in excess of the amount of the repairs or maintenance on such vehicle. The City of Pekin shall not be liable to Tazewell County for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the City of Pekin's performance of or failure to perform its obligations hereunder, including but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost capital, or claims of constituents, in each case whether occasioned by any repair or maintenance performed by, or failed to be performed by, the City of Pekin or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

5. **Notices.** Notices shall be deemed delivered (a) when delivered if by Personal delivery, (b) as indicated on the receipt when mailed U.S Postal certified mail, return receipt requested or (c) as indicated on the receipt when delivered by reputable private overnight mail or delivery for, and other than personal delivery, shall be delivered to the parties at their following addresses:

The City of Pekin
City Manager
City Hall
111. S. Capitol Street
Pekin, Il. 61554

Tazewell County
County Administrator
Tazewell County Board Office
11 S. 4th Street
Pekin, Il. 61554
CITY OF PEKIN, an Illinois
Municipality

TAZEWELL COUNTY, ILLINOIS

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

ATTEST:

By: _____
Its: _____

By: _____
Its: _____