* REVISED 6.26.23

Tazewell County BoardWednesday, June 28, 2023
David Zimmerman, Chairman of the Board Michael Harris, Vice-Chairman of the Board



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TAZEWELL COUNTY BOARD

James Carius Community Room Wednesday, June 28, 2023 - 6:00 p.m.

David Zimmerman - Chairman of the Board Michael Harris - Vice Chairman of the Board

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees
- D. Communications from elected and appointed county officials
- E. Approve the minutes of the May 31, 2023 County Board Proceedings
- F. In-Place Property Committee Meeting
- G. In-Place Executive Committee Meeting
- H. Consent Agenda:

Land Use:

- LU-23-13 1. Approve subdivision modification (waiver of road requirements), Michael Bonham, Groveland Township
- LU-23-14 2. Approve subdivision modification (waiver of road requirements), Cedar LakeSubdivision Section Two Washington Township

Transportation:

T-23-19 3. Approve Tri-County Regional Planning Agreement – BLR 09110

Property

P-23-07 4. Approve bid for sidewalk removal and replacement, and a walkway in front of the Courthouse

Upon approval of In-Place meeting

P-23-08 5. Approve bid for abatement and demolition of Arcade/Monge Building and demolition of Tobin Building **Upon approval of In-Place meeting Finance** F-23-24

- 6. Approve pay increase for Election Judges
- F-23-26 7. Approve budget transfer for Veteran's Assistance
- F-23-27 8. Approve annual purchase of network and email licensing

Executive:

- E-23-76 9. Approve twin community resolution with Tazewell, Tennessee
- E-23-93 10. Approve per diems and mileage reimbursement for Member Roy Paget
- E-23-96 11. Approve Site Owner Estoppel Certificate and Agreement
- E-23-97 12. Approve bid for Heritage Lake Subdivision seal coat bid work
- E-23-98 13. Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Accessibility Improvements, Grant #18-248592 per contractual agreement with Knapp Concrete Contractors, Inc.
- E-23-99 14. Approve third change order for the Community Development Block Grant Revolving Loan Closeout – Sidewalks, Grant #18-248952
- E-23-100 15. Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248591 per contractual agreement with Bishop Bros
- E-23-104 16. Approve purchase of 1800 Broadway Street, Pekin, the purchase of two neighboring lots, and a partial leaseback Upon approval of In-Place meeting

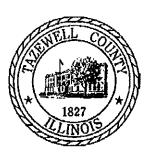
E-23-73 17. Approve precinct boundaries and polling locations.

Upon approval of In-Place meeting

Appointments and Reappointments

- E-23-94 a. Reappointment of David Dingledine to the Tazewell County Board of Health
- E-23-95 b. Reappointment of Dr. Adam Sturdivant to the Tazewell County Board of Health
- E-23-102 c. Appointment of Valerie Fehr to the Zoning Board of Appeals
 - I. Unfinished Business
 - J. New Business
 - K. Review of approved bills
 - L. Approve the July 2023 Calendar of Meetings
 - M. Recess to July 26, 2023

Chairman David Zimmerman Kim D. Joesting, Dist. 1 Nancy Proehl, Dist. 1 Mark Goddard, Dist. 1 Kaden Nelms, Dist. 1 Nick Graff, Dist. 2 Greg Menold, Dist. 2 Greg Sinn, Dist. 2 Sierra Smith, Dist. 3 Dave Mingus, Dist. 3 Tammy Rich-Stimson, Dist. 3



John C. Ackerman County Clerk

Vice Chairman, Michael Harris, Dist. 3
Jay Hall, Dist. 1
Michael Deppert, Dist. 1
Sam Goddard, Dist. 1
Vivian Hagamann, Dist. 2
Maxwell Schneider, Dist. 2
Roy Paget, Dist. 2
Randi Krehbiel, Dist. 2
Russ Crawford, Dist. 3
William (Bill) Atkins, Dist. 3
Greg Longfellow, Dist. 3

TAZEWELL COUNTY BOARD MEETING MINUTES WEDNESDAY MAY 31, 2023 6:00 PM

James Carius Community Room, Tazewell 24, % Justice Center, 101 S. Capitol Street, Pekin Hinois 6, 554

ROLL CALL BY COUNTY CLERK

Attendance was taken by Roll Call and the following tembers of the board were present: Chairman Zimmerman, Vice Chairman Michair Harris, Members Atkins, Crawford, Deppert, Sam Goddard, Graff, Figan Michairman, Krehbiel, Longfellow, Menold, Mingus, Nelma Paget, Cehl, Rich-Stimson, Schneider, Sinn, Smith - 21. Absent: Mark Goddad —

INVOCATION AND PLEDGE FACES. CE

Chairman Zimmerma Led the avocation followed by the Pledge of Allegiance.

COMMUNICATION ROOM MEN BERS OF THE PUBLIC AND COUNTY EMPLOYEES

Michael Ragan, a concern datizen, spoke on veteran issues within Tazewell County. He indicated he is involved in an organization that assists veterans with job placement and suicide prevention.

Tim Baer, a Tazewell County Resident, provided a handout to the board members discussing an issue that occurred from a recent committee board meeting. He encouraged Tazewell County to pass their own Wind Energy Conversion System Ordinance independent of the recently passed state law.

Kate Chapman, Representative for EDP Renewables, spoke on the proposed draft ordinance. She provided a handout that explained her companies support for the proposed amendments. EDP Renewables currently operates the Rail Splitter Wind Farm in Hopedale, Illinois. She spoke on the economic impact this wind farm has brought to Tazewell County schools and the jobs it had created.

William Shay, attorney with Westervelt, Johnson law firm, spoke on the two solar projects on the board agenda. He encouraged the Tazewell County Board to affirm the Land Use Committee suggestion and deny the special use for these projects.

Matt Hoffman, a concerned citizen, spoke on the proposed solar project in his neighborhood. He provided a handout to the board members. This handout referenced an email from the City of East Peoria's Director of Planning and Community Development. He voiced concerns with noise and glare issues,

Jane Hoffman, a concerned citizen, stated her property was across the street from one of the proposed solar projects. She voiced concern regarding fires at solar farms and stated she was not supportive of these projects.

Jane Chapman spoke on the two proposed solar projects the voiced concern on how these projects would affect property values.

Max Chapman, Eisele Rd Resident, spoke on the coposed solar pojects. He indicated his residence is directly across the street from these projects. He voiced concern with the developer being a very young company and he couraged them to withdraw their petition.

Carol Vance spoke on her opposition to the projects.

Kathy Genard, a concerned citizen, spike on the concerns for her neighborhood if these proposed projects were level

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THE PROPERTY AND LOCAL

Dewey Klurfield, Representative Caltivate Power, spoke on the development of these proposed solar projects. He saided to positive impact these developments would create. He indicated hese projects would abide by all state and local ordinances and they were fully complian with Lesalle-Sinclair. He indicated his company would withdraw the Hosta Solar Lesion if Catmint LLC Solar Petition was approved.

Ben Jacobi, attorney Polsinelli law firm, spoke on behalf of the Hosta and Catmint Solar Projects. He referenced a May 25th letter to the board, which citied legislation that preempted LaSalle Sinclair case law.

Erin Bowen, Representative CohnReznick, spoke on the impact of solar projects effecting property values. She indicated no assessment change occurred per various counties.

COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS

Member Crawford spoke on his displeasure of a citizen's letter that was distributed to the board.

APPROVE THE MINUTES OF THE APRIL 26, 2023, COUNTY BOARD MEETING

Member Graff moved to approve the minutes of the Board Meeting held on April 26, 2023, as printed; seconded by Member Deppert. Motion to approve the minutes as printed were approved by voice vote of 20 Yeas, 0 Nays.

EXECUTIVE SESSION

The Tazewell County Board entered into Executive Session pursuant to 5 ILCS 120/2 (c) (11): Litigation, when an action against or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding must be recorded and entered into the minutes of the close particular public body finds that an action is probable or imminent, in which case the basis for the finding must be recorded and entered into the minutes of the close particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding must be recorded and entered into the minutes of the close particular public body has

CONSENT AGENDA

- 1. Land Use: Approve amendment 64 to Title V, Chapter 157 Zoning Code, RESOLUTION LU-23-07.
- 2. Land Use: Approve amendment 65 XV, Campter 157 Zoning Code, RESOLUTION LU-23-08.
- 3. Land Use: Approve amendment Title (V, Chapter 153 Wind Energy Code, RESOLUTION LU-23-09.
- 4. Land Use: Approve and in at to Tittle XV, Chapter 156 Solar Energy Code, RESOLUTION LU-22 10.
- 5. Land Use: Approx petition of Hosta Solar, LLC Special Use, RESOLUTION LU-23-11. Withdrawn by the petitioner
- 6. Land Use: Approve petition of Catmint Solar, LLC Special Use, RESOLUTION LU-23-12.
- 7. Transportation: Approve IDOT resolution for Salt Dome for Section 23-00000-02-MG, RESOLUTION T-23-15.
- 8. Transportation: Approve IDOT resolution for Seal Coat for 23-00000-06-RS, RESOLUTION T-23-16.
- 9. Transportation: Approve IDOT resolution for Seal Coat for 23-XX000-00-MG, RESOLUTION T-23-17.
- 10. Transportation: Approve IDOT resolution for Seal Coat for 23-100000-01-GM, RESOLUTION T-23-18.

- 11. Finance: Approve Board recognition of an increase in the Sheriff's budget for vehicle trade-in purposes, RESOLUTION F-23-21.
- 12. Human Resources: Approve correction in the County's Health Insurance Plan Document, RESOLUTION HR-23-09.
- 13. Human Resources: Approve the reclassification of the position of Administrative Assistant to the Director of Court Services, RESOLUTION HR-23-10.
- 14. Executive: Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout Accessibility Improvements, Grant # 18-248592 per contractual agreement with Knapp Concrete Contractors, Inc., RESOLUTION E-23-74.
- 15. Executive: Approve payment for contractual pervices by the Community Development Block Grant Revolving Loan Closeout Building, Grant # 18-248591 per contractual agreement with Bishs Brog RESOLUTION E-23-75.
- 16. Executive: Approve payment for activity delivity services for the Community Development Block Grant Revolving Levil Seout Buildings, Grant # 18-248591 per contractual agreement, RES LUCOL 23-77.
- 17. Executive: Approve Letter of Engagement with Korn Ferry, RESOLUTION E-23-78.
- 18. Executive: Approximately controlled order for the Community Development Block Grant Revoluting Loan Jose Lut Building, Grant # 18-248591, RESOLUTION E-25-14.
- 19. Executive: Approver in a change order for the Community Development Block Grant Revolving Loan Closeout Sidewalks, Grant 18-248952, RESOLUTION E-23-87.
- 20. Executive: Approve payment for activity delivery services for the Community Development Block Grant Revolving Loan Closeout Buildings, Grant # 18-248592 per contractual agreement, RESOLUTION E-23-88.
- 21: Executive: Approve the thirteenth invoice from Kenyon & Associates for Community Development Block Grant Revolving Loan Closeout Buildings, Grant # 18-248591, RESOLUTION E-23-89.
- 22. Executive: Approve amendments to the County Board Rules Chapter 33 of the County Code, RESOLUTION E-23-90.

Member Crawford moved to approve the Consent Agenda items as outlined in the agenda packet; seconded by Member Atkins. The Consent Agenda was approved by voice vote of 20 Yeas; 0 Nays.

The following items were removed from the Consent Agenda for further discussion:

Item 1 Land Use: Member Rich-Stimson requested an update on the proposed amendments. Community Development Director Jacklyn Workman provided an update on the amendment. Member Crawford motioned to approve amendment 64 to Title XV, Chapter 157 Zoning Code; seconded by Member Sam Goddard. Motion passed by voice vote of 20 Yeas; 0 Nays

Item 2 Land Use: Community Development Director Jackly, Workman provided an update on the amendment. Member Sam Goddard motion 1 to approve amendment 65 to Title XV, Chapter 157 Zoning Code; seconded by views Rich-Stimson. Motion passed by voice vote of 20 Yeas; 0 Nays.

Item 3 Land Use: Community Development Director V orkman provided an update on the amendment. Member Sinn suggested the Land use Committee look into further amendments to the code in the future. Make Atkins potioned to amend stated amendment language; seconded by Member Development Discussion took place regarding the proposed amendment.

Member Atkins motioned to a send ar endment to Title XV, Chapter 153 Wind Energy Code; seconded by Member Doprat, with passed by roll call vote of 16 Yeas; 4 Nays – Sam Goddard, Carif Proc. I. Sinn.

Motion to approve thendment Title XV, Chapter 153 Wind Energy Code, as amended passed by Call vot of 18 Yeas; 2 Nays – Graff, Proehl.

Item 4 Land Use: Member Akins motioned to amend amendment to Title XV, Chapter 153 Solar Energy Code; seconded by Member Crawford. Motion passed by roll call of 16 Yeas; 4 Nays – Sam Goddard, Graff, Proehl, Sinn.

Motion to approve amendment to Title XV, Chapter 156 Solar Energy Code, as amended passed by roll call vote of 18 Yeas; 2 Nays – Graff, Proehl.

Item 6 Land Use: Chairman Zimmerman explained a yes vote denies request and a no vote approves the petition. Member Graff stated this proposed location was not suited for a solar project but will vote to allow such project. Member Hagaman said she agreed with Member Graff's comments.

Member Schneider motion to approve petition of Catmint Solar, LLC Special Use; seconded by Member Sinn. Motion passed by roll call vote of 8 Yeas - Crawford,

Harris, Krehbiel, Menold, Mingus, Paget, Rich-Stimson, Smith; 11 Nays; 1 Abstention – Hall.

Member Sinn motioned to amend the Finding of Facts; seconded by Member Graff.

Motion to amend Finding of Facts were approved by roll call vote of 13 Yeas; 7 Nays –

Crawford, Harris, Krehbiel, Menold, Proehl, Rich-Stimson, Smith; 1 Abstention – Hall.

Item 5 Land Use: The petition of Hosta Solar, LLC Special Use was withdrawn by the petitioner following the passage of the Catmint Solar LLC, Special Use.

Item 7 Transportation: Member Menold provided an update on the proposed new Salt Dome for the Highway Department. Member Menold moved to approve IDOT resolution for Salt Dome for Section 23-00000-02-MG; seconded by Member Longfellow. Motion passed by voice vote of 20 Yeas; 0 Nays.

Item 22 Executive: Motion by Nelms to approve an indiments the County Board Rules-Chapter 33 of the County Code; seconded by Member Rich timson. Motion passed by voice vote of 20 Yeas; 0 Nays.

APPOINTMENTS/REAPPOINTMENTS

E-23-67: Member Sinn moved to Reappole Garantity to the Green Valley Community Fire District; seconded Member Schneider. Resolution E-23-67 was approved by voice vote of 20 Yeas; 0 Pays.

E-23-68: Member Sinn moved Sappoint-Brian Wilson to the Greater Creve Coeur Sanitary District; secondo Member Schneider. Resolution E-23-68 was approved by voice vote of 20 Leas; 0 Na.

E-23-69: Member Sin, moved Reappoint Shawne Combs Woodard to the Tremont Fire Protection District; seconded by Member Schneider. Resolution E-23-69 was approved by voice vote of 20 Yeas; 0 Nays.

E-23-70: Member Sinn moved to appoint Traci Kraemer to the Deer Creek Fire Protection District; seconded by Member Schneider. Resolution E-23-70 was approved by voice vote of 20 Yeas; 0 Nays.

E-23-71: Member Sinn moved to reappoint Brian Goodlick to the Schaeferville Fire Protection District; seconded by Member Schneider. Resolution E-23-71 was approved by voice vote of 20 Yeas; 0 Nays.

E-23-72: Member Sinn moved to appoint Nancy Proehl to Tazwood Community Services; seconded by Member Schneider. Resolution E-23-72 was approved by voice vote of 19 Yeas; 0 Nays; 1 Abstention – Proehl.

E-23-79: Member Sinn moved to reappoint Jimmy Stevens to the Board of Review; seconded by Member Schneider. Resolution E-23-79 was approved by voice vote of 20 Yeas; 0 Nays.

E-23-80: Member Sinn moved to reappoint John Bisanz to the Board of Review; seconded by Member Schneider. Resolution E-23-80 was approved by voice vote of 20 Yeas; 0 Nays.

E-23-82: Member Sinn moved to reappoint John Tharp to the Central Fire Protection District; seconded by Member Schneider. Resolution E-23-82 was approved by voice vote of 20 Yeas; 0 Nays.

E-23-83: Member Sinn moved to reappoint Paul Anglin to the Central Fire Protection District; seconded by Member Schneider. Resolution E-23-3 was approved by voice vote of 20 Yeas; 0 Nays.

E-23-84: Member Sinn moved to reappoint Chris Levers to the Castral Fire Protection District; seconded by Member Schneider. Resolution F 23-84 was approved by voice vote of 20 Yeas; 0 Nays.

E-23-85: Member Sinn moved to appoint that Sweek y to the Armington Community Fire Protection District; seconded by Member States. Resolution E-23-85 was approved by voice vote of 20 Year, at lays.

E-23-86: Member Sinn move to regard the Bran Tanner to the Morton Area Farmers Fire Protection District; seconder of Member Schneider. Resolution E-23-86 was approved by voice vot of 26 leas; Nays.

IN-PLACE EXECUTY E COMMETEE MEETING

Meeting started at 8:45 P. ar rended at 9:08 PM. The Executive Committee Meeting went into closed session at 6:47 PM and returned to open session at 9:07

UNFINISHED BUSINESS

It was determined no unfinished business for the board at this time.

NEW BUSINESS

It was determined no new business for the board at this time.

ACTION FROM EXECUTIVE COMMITTEE MEETING

E-23-91: Approve Second Change Order for the Community Development Block Grant Resolving Loan Closeout – Sidewalks, Grant # 18-248952. Motion by Member Sam Goddard to approve the second change order for the Community Development Block

Grant Resolving Loan Closeout - Sidewalk, Grant # 18-248952; seconded by Member Proehl. Motion was approved by voice vote of 20 Yeas; 0 Nays.

E-23-92: Approve Amendment to the Agreement with Pictometry International Corp., for GIS Flyover. Motion by Member Crawford to approve amendment to the agreement with Pictometry International Corp., for GIS Flyover; seconded by Member Menold. Motion was approved by voice vote of 20 Yeas; 0 Nays.

Review of approved bills.

Board Members reviewed the approved bills as presented.

APPROVE THE JUNE 2023 CALENDAR

Member Krehbiel moved to approve the June 2023 calendar was as loved by Member Longfellow. Motion to approve the June 2023 calendar was as loved by voice vote of 20 Yeas; 0 Nays.

ADJOURNMENT

There being no further business before the Board, Board Chairman Zimmerman announced the meeting was adjourned. The Tax well County Board Meeting adjourned at 9:10 PM. The next scheduled County Board meeting will be June 28, 2023.

TAZEWELL COUNTY LAND USE COMMITTEE SUMMARY OF COMMITTEE AGENDA

June 13, 2023 Meeting

TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON

June 28, 2023

LU-23-13

Resolution Subdivision Modification – Michael Bonham, Groveland Township

Land Use recommended approval.

LU-23-14 Resolution

Subdivision Modification - Cedar Lake Subdivision Section 2 - Washington Twp

Land Use recommended approval.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell Cour	
Your Land Use Committee has considered the fo	ollowing RESOLUTION and recommends it be
approved by the Board:	- Company
milant Andrew	
Ju Jan	
Enon Joseph T	
7 1	

RESOLUTION

WHEREAS, Michael and Stacy Bonham (the Bonham's) are the owners of P.I.N. #05-05-26-300-009; an approximate 1.83 acre parcel located in part of the NW ¼ of the SW ¼ of Section 26, Township 25 North, Range 4 West of the Third Principal Meridian, Groveland Township, Tazewell County, Illinois which is currently the Bonham's primary residence; and

WHEREAS, P.I.N. #05-05-26-300-016 contains approximately 15.4 acres of tillable ground, an existing barnyard and out buildings adjacent to the Bonham residence; and

WHEREAS, Stacy Bonham is to inherit the existing out buildings and barnyard containing approximately 1.7 acres; and

WHEREAS, upon the division of P.I.N. #05-05-26-300-016 to separate the outbuildings and barnyard, the 1.7 acres will not have frontage on a public road but is proposed to be accessed via a private easement, as described in the trust, thru the remaining 13.7 acres which is adjacent to the Bonham's current residence; and

WHEREAS, said easement will be approximately 220' in length and 20' in width; and

WHEREAS, the Land Use Committee of the Tazewell County Board has made the following findings of fact:

- 1. The grant of the waiver to allow access via a private ingress and egress easement to the 1.7 acres will not have a negative effect the purpose of the Comprehensive Plan.
- There is not a need for a public road at this location to access the existing barnyard and outbuildings.
- 3. Allowing the private easement is the minimum adjustment necessary that will allow for the reasonable use of the land as there are no other alternatives for the Bonham's to obtain access.

LU-23-13

NOW THEREFORE BE IT RESOLVED, that the Tazewell County Board grants the prayer of the petitioner for access to the 1.7 acres via a private ingress and egress easement with the following conditions:

- Said easement shall be shown and described on the tract survey presented to the County Plat Officer for approval and recorded in the Office of the Tazewell County Recorder of Deeds, a well as, being described in a deed for the parcel.
- 2. Said easement shall run with the land.
- There shall be no further division of 1.7 acres unless all requirements of the Tazewell County Zoning and Subdivision Code are met.

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

BE IT FURTHER RESOLVED, that the Plat Officer is directed to approve a plat prepared in accordance with this resolution.

Adopted this 28th day of June, 2023.	
	Chairman, Tazewell County Board
ATTEST:	
Tazewell County Clerk	

TAZEWELL COUNTY COMMUNITY DEVELOPMENT REQUEST FOR SUBDIVISION MODIFICATION

	Michael Bonham	
ADDRESS:	5100 E Queenwood Rd	
PHONE:	309 635-3743	
EMAIL:	michael.j.bonham@osfhea	lthcare.org
Modification	Request For:	
<u> </u>	Non-conforming public roa	nd/subdivision
· <u></u>	Agricultural Access	
X	Private road/easement for	access
	Waive road length require	ments
	Other	
-	tion or Property Identification Numb 5-26-300-016	er:
This modificat	ion request is due to the extra-ordin	nary hardship which is as follows: erty and property PIN # 05-05-26-300-009.
		nd fencing was willed to us. Remaining
		
	vili stay with owner for passive it	ncome. I don't want to have to buy land
twice to co	nnect two listed properties.	ncome. I don't want to have to buy land
twice to co		ncome. I don't want to have to buy land
twice to co		Michael & Stacy Bonham
twice to co		Michael & Stacy Bonham Owner/Applicant
twice to co		Michael & Stacy Bonham Owner/Applicant 05/19/2023
twice to co		Michael & Stacy Bonham Owner/Applicant
twice to co	nnect two listed properties.	Michael & Stacy Bonham Owner/Applicant 05/19/2023
	nnect two listed properties. ff only:	Michael & Stacy Bonham Owner/Applicant 05/19/2023

survive me, in shares of equal value to my children who survive me (to the exclusion of the descendants of any child who does not survive me), to be divided among them as they agree, or if they cannot agree within 60 days of my death, as the trustee determines.

- 3.3 Specific Bequests and Devises. If my daughter, STACY J. BONHAM, survives me, I give her the following specific bequests:
- A. All ponies owned by me at the time of my death, along with all related equipment, tack, harness and pony carts, as well as the Cub tractor and Gehl bobcat.
- B. Any interest I may own in the "barnyard" property, including two (2) barns and one (1) shed and an approximate 1.7 +or- acre irregular tract of real estate, along with a 220 foot long easement, being 20 feet of even width immediately adjacent to and contiguous to the southerly boundary line of the property owned by my sister, Deborah J. Diemer, and Carole L. Nussbaum, which is PIN #05-05-26-300-015, to the property owned by MICHAEL BONHAM and STACY J. BONHAM, which is PIN #05-05-26-300-009.

The trustee is directed to have the property surveyed to formalize the legal description of the property as outlined on the agreed upon diagram dated December 14, 2016 and signed by all the parties. A copy of said diagram is included with my trust documents, and said barnyard property is part of PIN #05-05-26-300-016.

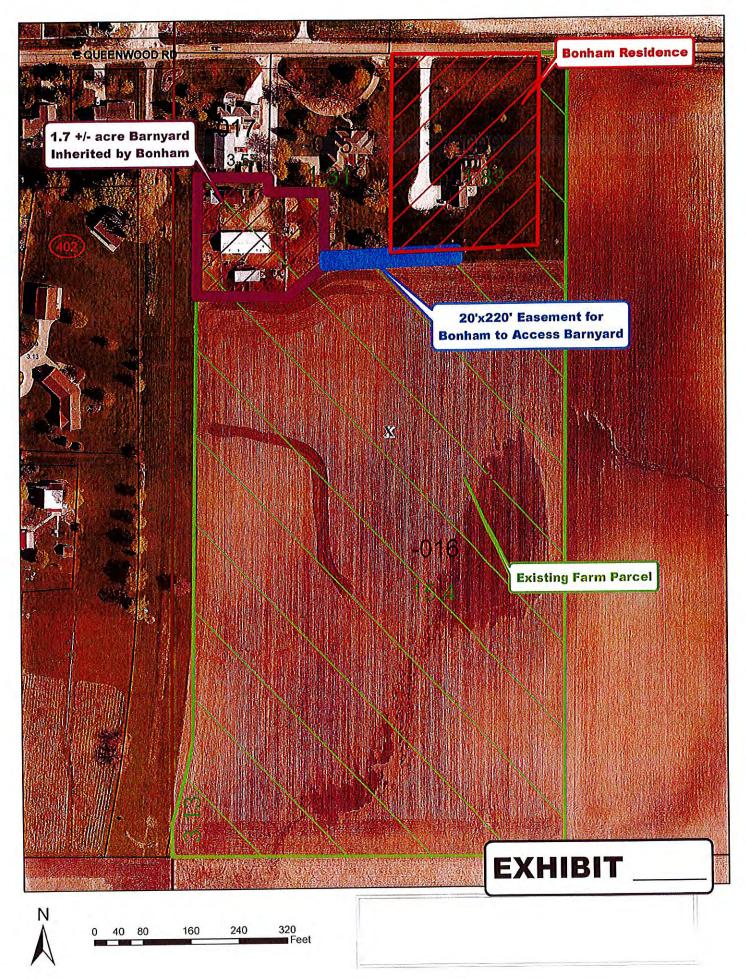
The deed transferring the property to my daughter, STACY J. BONHAM, shall be subject to a mutual cross easement for ingress and egress being executed between the trustee and STACY J. BONHAM and MICHABL BONHAM for the property adjacent and contiguous to PIN 05-05-26-300-015 for the barnyard property.

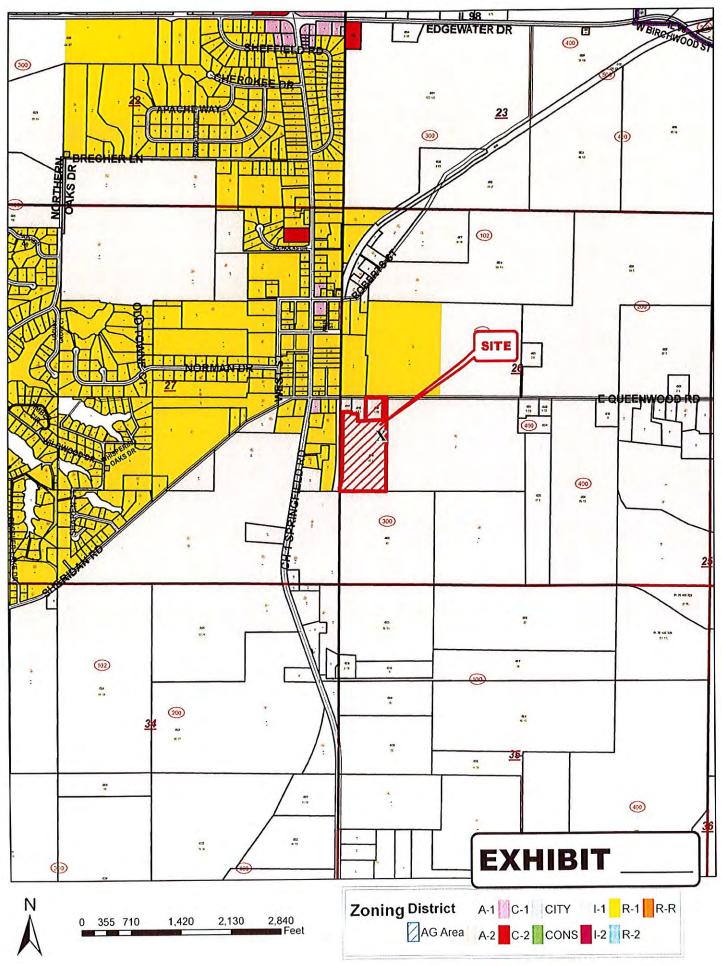
3.4 Survivorship. Only persons living on the 30th day after the day of my death shall be deemed to have survived me for purposes of this Article.

ARTICLE 4 Distribution on Termination

Distribution on Termination. Upon my death, the trust shall terminate, and the undistributed corpus shall be distributed to my spouse, JULIA A. DEMER. If my spouse should not be living at termination of the trust, the residue of the trust shall be distributed as follows:

- A. Within 180 days after my date of death, and if MICHAEL BONHAM is married to my daughter, STACY J. BONHAM, my son-in-law, MICHAEL BONHAM, shall have the right to purchase any part or all of the farmland from the trustee on the following terms and conditions:
- (i) My son-in-law, MICHAEL BONHAM, shall have the right to elect to purchase any part or all of the farmland owned by the trust. If my son-in-law elects to purchase only a portion of the farmland, the remaining parcels shall continue to be held and managed under the





COMMITTEE REPORT LU-23-14

Mr. Chairman and Members of the Tazewell Co	ounty Board:
Your Land Use Committee has considered the Adopted by the Board:	following RESOLUTION and recommends it be
Man Joshal	
tim posts	

RESOLUTION

WHEREAS, the Tazewell County Land Use Committee has been presented a Preliminary Plat submitted by Developer Sam LaHood for Cedar Lakes Subdivision Section 2 on June 13, 2023, to allow for a, 11 lot subdivision with lot sizes ranging from 1.00 to 1.67 acres located in Washington Township, Tazewell County; and

WHEREAS, Mr. LaHood is requesting a modification to the Tazewell County Subdivision Code to allow access to the said 11 lots via a private extension of Paris Lane and a new "Private Road", the name of which will be approved prior to the Final Plat. Said extension of Paris Lane will be 1560' in total length and the "Private Road" 450' in total length with a 60' right-of-way; and

WHEREAS, said road width will be 24' and designed to the State of Illinois "Standard Specification for Roads and Bridge Construction to ensure that public safety vehicles can maneuver efficiently and effectively; and

WHEREAS, the property is located with the 1.5 mile extraterritorial planning jurisdiction of the City of Washington's city limits and the City, as well as the Washington Township Road Commissioner, have approved the Preliminary Plat with the extension of "Paris Lane" and the "Private Road" to remain private, rather than a public right of way; and

WHEREAS, the Tazewell County Land Use Committee beg leave to report that they have reviewed the request by Sam LaHood for a modification of the requirements of the Tazewell County Subdivision Code to waive the following Sections:

(1) §155.045 LOTS.

(D) All lots shall have 20 feet of frontage on a public road which is presently, or shall be upon completion of the subdivision, publically maintained, unless otherwise specified in Chapter 157. The road/street system of the subdivision shall access directly upon a dedicated road publicly maintained, or road/street which upon completion of the subdivision shall be publicly maintained. Lots with access only to existing private streets or easements shall be permitted only in circumstances in which an extraordinary hardship exists and with the approval of a waiver by the County Board.

- (2) § 155.078 RIGHT-OF-WAY.
- (A) Dead-end streets designed to be so permanently shall not be longer than 600 feet, unless limitation of site by reason of topography or existing development makes development impractical except with a longer length. Such streets shall be provided with a circular turn-around having an outside surface diameter of at least 80 feet and right-of-way line diameter of at least 100 feet.
- (B) All streets shall be public and must have a right-of-way width of at least 60 feet unless specified by the Township Highway Commissioner. Any appeals to this requirement shall be made to the Land Use Committee for consideration.

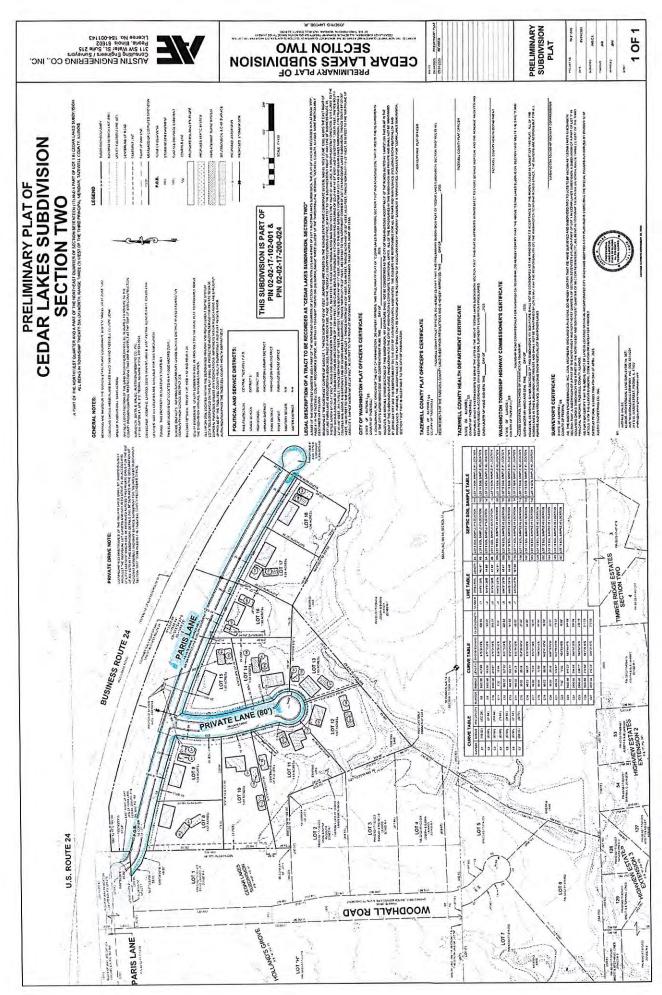
WHEREAS, the Land Use Committee recommends approval of the proposed modifications with the following findings of fact:

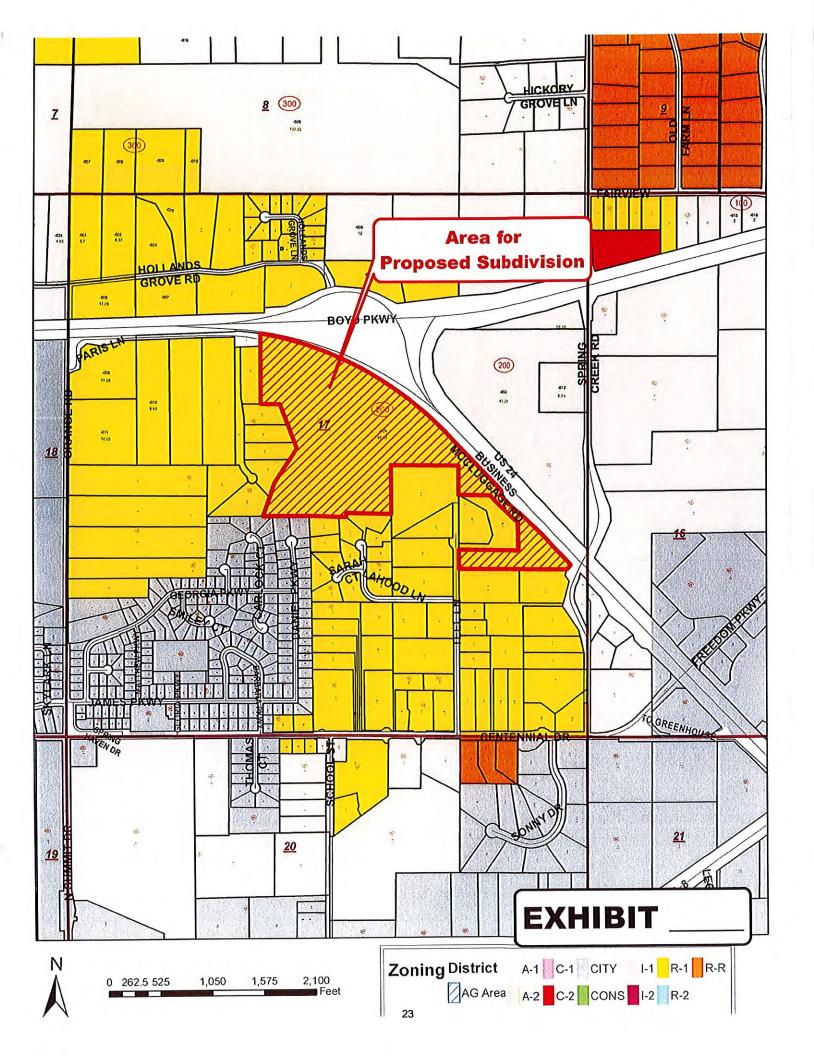
- 1. Due to the site characteristics, and the extraordinary hardship as there are no reasonable connections to other nearby streets, a longer cul-de-sac is acceptable. Further it would be impractical to require a Public Road in this particular circumstance.
- 2. Granting the requested modification will not have the effect of nullifying the Tazewell County Land Use Plan or the Tazewell County Subdivision Code.
- Approval was granted by the City of Washington and the Washington Township Road Commissioner for an extension of Paris Lane at a total length of 1560' and a newly created "private road" at a total length of 450' to be a private roads.

NOW THEREFORE BE IT RESOLVED, that the County Board of Tazewell County hereby approves the request for a modification to the Tazewell County Subdivision Code and directs the Plat Officer to approve a Final Plat.

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notifies Jaclynn Workman, Community Development Administrator/Plat Officer of this action.

Adopted this 28th day of June, 2023.	
	Chairman, Tazewell County Board
ATTEST:	
Tazewell County Clerk	





TAZEWELL COUNTY COMMUNITY DEVELOPMENT REQUEST FOR SUBDIVISION MODIFICATION

NAME:	Joseph D. LaHood	
ADDRESS:	24 LaHood Lane, Washingtor	ı, IL 61571
PHONE:	(309) 208-6144	
EMAIL:	sue@lahoodconstruction.com	
Modification	Request For:	
ţ	Non-conforming public i	oad/subdivision
X	Agricultural Access Private road/easement t	or access
,	Waive road length requi	rements
	Other	
PIN: 02-02-1	ion request is due to the extra-ore	dinary hardship which is as follows:
F 0/5 Clo		Owner/Applicant 4-13-23 Date
For Office Sta	·	
Date of Submi	ital:	Approval Date:
Fee of \$200.0	0 paid:	Denial Date;



AUSTIN ENGINEERING CO., INC.

Consulting Engineers / Landscape Architects / Surveyors Peoria, Illinois - Davenport, Iowa austinengineeringcompany.com

Dear Members of the Land Use Committee and Board Members,

I am writing to request a private road variance for our proposed subdivision, Cedar Lakes Subdivision section 2, located in Washington, IL. Our situation is unique and different from any other property in the area for the following reasons:

Uniqueness and Differences:

Our proposed subdivision will be composed entirely of close family and friends who share a strong bond, creating a sense of connection and camaraderie among residents. A private subdivision will encourage a greater level of investment in the community, both in terms of maintaining the homes and the common areas, as well as a greater investment in shared amenities and features.

Basic Character of the Neighborhood:

Our proposed subdivision will have a unique and desirable character, and we believe that a private road would make a significant contribution to achieving this vision. A private road would provide greater privacy and exclusivity for our residents, promoting a sense of pride and ownership within the community. It would also enable greater control over the common features and maintenance of common areas, resulting in a more aesthetically pleasing living environment. However, we face a hardship in that our development is adjacent to a busy highway, and we require a berm for noise reduction. With a private road, the responsibility for maintaining the road and any associated features such as the berm would fall on the property owners within the subdivision rather than Tazewell County and the City of Washington. This would save both Tazewell and Washington resources in the long run,

Moreover, a private road would enhance community cohesion by fostering a sense of mutual support and pride of ownership among residents. Overall, we are excited about the potential benefits that a private road can bring to our community.

We understand that a private road variance may not be the typical development scenario for Tazewell County and the City, but we believe that the unique character of our proposed subdivision and the need for a berm Justify the variance. We are committed to working closely with Tazewell County and the City of Washington to ensure that our development meets all prevailing standards and requirements.

Thank you for considering our request for a private road variance. We look forward to working with you to make our proposed development a success.

Sincerely,

Samuel LaHood, PE

311 SW Water St., Suite 215, Peorla, IL 61602 220 Emerson Pl., Suite 101-c, Davenport, IA 52601 P 1 (844) 691-AECI Incorporated August 18, 1947 THIS DOCUMENT PREPARED BY:



JOSEPH P. GILFILLAN CUSACK & GILFILLAN, LLC 7535 N. KNOXVILLE AVE., STE C PEORIA, IL 61614 (309) 670-0880

DECLARATION OF ROADWAY EASEMENT & MAINTENANCE AGREEMENT Cedar Lakes Subdivision Section Two

THIS DECLARATION OF ROADWAY EAS (hereinafter the "Declaration") is hereby executed this	
JOSEPH D. LAHOOD and SUSAN M. LAHOOD (herein	after collectively the "Developer").
RECITALS	r.
WHEREAS, Developer is the legal owner of	
LAKES SUBDIVISION SECTION TWO, as shown on	
Subdivision Section Two recorded	, 2023 as Document No.
, Book, Page, I	ocated in Washington, Illinois, as shown on
Exhibit "A" attached hereto.	
WHEREAS, Cedar Lakes Subdivision Section T	wo currently consists of eleven (11) Lots and
roadways/lanes, commonly known and referred to	as a portion of Paris Lane and all of Private

WHEREAS, Developer desires to provide each Lot owner in Cedar Lakes Subdivision Section Two with reasonable access to their respective Lots and executes this Declaration to set forth the terms and conditions imposed on all current and future Lot owners in Cedar Lakes Subdivision Section Two with respect to the use and maintenance of Paris Lane and Private Lane (the "roadways/lanes").

Lane, which provide ingress and egress access to said Lots. The eleven (11) Lots, Paris Lane and Private Lane are legally described on Exhibit "B" attached hereto. For informational purposes, only

the portion of Paris Lane contained in Cedar Lakes Subdivision Section Two is private.

Į

NOW, THEREFORE, Developer, as the fee owner of all Lots in Cedar Lakes Subdivision Section Two, declares as follows:

1. **GRANT OF EASEMENT.** Developer hereby grants to the owners of each Lot in Cedar Lakes Subdivision Section Two, and their agents, guests, licensees, and invitees, a perpetual, non-exclusive easement for ingress and egress on, over, and across the Subdivision roadways/lanes commonly known as Paris Lane and the Private Lane, as depicted and described on Exhibits "A" and "B" attached hereto, and for maintenance, repair, and replacement, if necessary, of Paris Lane and the Private Lane.

In addition, Developer hereby grants to the owners of each Lot in Cedar Lakes Subdivision Section Two an easement to enter in a reasonable manner upon such portions of each Lot outside of said roadways/lanes commonly known as Paris Lane and the Private Lane as shall be reasonable and necessary to exercise their rights and perform their obligations in accordance with the terms of this Declaration.

- 2. <u>OBSTRUCTION</u>. All Lot owners in Cedar Lakes Subdivision Section Two shall not obstruct, impede, or interfere in the reasonable use of the roadways/lanes commonly known as Paris Lane and Private Lane.
- 3. <u>REPAIR AND MAINTENANCE.</u> All Lot owners in Cedar Lakes Subdivision Section Two shall share equally all costs and expenses for maintenance (including snow removal), repair, replacement and improvement of the roadways/lanes commonly known as Paris Lane and the Private Lane. The Lot owners shall perform such maintenance, repair, and replacement as expeditiously as possible so as to minimize interference with the use of the roadways/lanes and use of each lot. The lot owners shall reasonably cooperate in the maintenance, repair, replacement and improvement of any part of the roadways/lanes.

Any damage to the roadways/lanes that is caused by only one party to this Declaration, or by any third party who uses or has used the roadways/lanes pursuant to authority of a party hereto, shall be the sole and exclusive responsibility of the party causing the damage, or granting such authority to the third party to use the roadways/lanes, with that party paying all costs of maintenance, repair, replacement and/or improvement relating to such damage.

4. <u>SELECTION OF CONTRACTORS OR PERSONNEL REGARDING MAINTENANCE</u>. All maintenance, repair, replacement, improvement and/or other work performed on the roadways/lanes and the contiguous area of the easement, in accordance with the provisions herein contained, shall be done at such times, and in such manner, and by a reputable contractor(s) as mutually agreed upon and chosen by the lot owners.

However, in the absence of agreement, the following procedure will govern the determination of whether such work is to be done, and, when required, the selection of a contractor(s) to perform the same. Any lot owner/party hereto desirous of having necessary repairs or maintenance done to the roadways/lanes and the contiguous area of the easement shall, at such party's own expense, seek and obtain the written opinion and bid of at least two reputable and qualified (licensed where applicable law requires) contractors or engineers as to the extent of any

repair or maintenance (if any) then needed and the costs thereof, and shall promptly furnish a copy of any such opinion and bid to the other lot owners. The other lot owners shall then either authorize the proposed work or within forty-five (45) days solicit at least three (3) opinions and bids from reputable contactors (independent of any party). If at least two (2) of the solicited reputable contractors give written opinions that repairs and/or maintenance are necessary, upon the receipt of bids from any solicitation required in accordance with the foregoing, unless the parties agree on the selection of one of the bidding contractors, the parties shall select, and the work shall thereafter promptly be completed by, the contractor submitting the lowest bid. If the other party fails to obtain bids or opinions, the first party may proceed with the repair or maintenance pursuant to the original opinion or bid. (May be deleted and addressed in a Declaration of Restrictions and HOA)

- payment due under this Declaration, the other parties may make (but is not required to make) such payment, in which case the paying parties shall be entitled to recover from the non-paying party the amount of such payment, together with interest thereon at the rate of ten (10%) percent per annum from the date of payment until fully repaid by the non-paying party. To secure the obligation of the non-paying party to make such payment, the paying parties shall be entitled (and is hereby given and granted) a lien upon the respective property of the non-paying party, which lien may (in the event of non-payment) be foreclosed as a mortgage lien under the Illinois Mortgage Foreclosure Law as the same may be amended from time to time. The paying party shall be entitled to recover from the non-paying party any and all reasonable attorney fees, costs and expenses incurred by the paying party to obtain payment by the non-paying party. (May be deleted and addressed in a Declaration of Restrictions and HOA)
- 6. NO PUBLIC DEDICATION. Notwithstanding any provisions of this Declaration, nothing herein shall create any right in and for the benefit of the general public by dedication or otherwise. For the avoidance of doubt, the private portion of Paris Lane and the Private Lane in its entirety set forth in this Cedar Lakes Subdivision, Section Two, which are depicted on Exhibit "A" and legally described on Exhibit "B" hereto, are private and shall not be maintained by (or in any way the responsibility of) the Washington Township or the City of Washington upon the City of Washington's annexation of the Cedar Lakes Subdivision, Section Two, into its corporate territorial limits. The Lot owners, whether current or future, are solely responsible for all repairs and maintenance (including snow removal) of the private portion of Paris Lane and the Private Lane in its entirety. The Lot owners, whether current or future, shall not seek the assistance of the Washington Township or the City of Washington (upon the Cedar Lakes Subdivision, Section Two's annexation) for repairs/maintenance of the private portion of Paris Lane or any part of the Private Lane.
- 7. <u>RESERVATION BY GRANTOR</u>. Developer hereby reserves all rights not granted to the Lot owners in this Declaration.
- 8. <u>INDEMNITY</u>. The Lot owners agree to defend, hold harmless, and indemnify one another from and against any and all claims, costs, defenses, expenses, judgments and liability resulting from the acts or work performed by the Lot owners or their agents, guests, or invitees, pursuant to this Declaration.

9. <u>BINDING ON SUCCESSORS</u> . Thi Cedar Lakes Subdivision Section Two and the assigns, and it is specifically agreed that the rig land.	ir respective heirs, represen	tatives, successors and
10. ATTORNEY FEES. Should litigate within this Declaration, the prevailing party strough court costs and related litigation expenses from	hall be entitled to recover rea	d conditions contained asonable attorney fees,
11. <u>CONSTRUCTION</u> . This Declara account of the source of the drafting.	tion shall not be construed	l against any party on
IN WITNESS WHEREOF, Developer her Maintenance Agreement as of the dates writt	eby executes this Declaration on the below.	of Roadway Easement &
JOSEPH D. LAHOOD,	SUSAN M. LAHOOD, Owner and Develope	·
Owner and Developer		
STATE OF ILLINOIS)) SS.		
COUNTY OF)		
I, the undersigned, a Notary Public, in CERTIFY THAT JOSEPH D. LAHOOD and SUSAN persons whose names are subscribed to the for person and acknowledged that they signed, so voluntary act, for the uses and purposes there	IM. LAHOOD, personally kno- pregoing instrument, appears ealed, and delivered said instr	wn to me to be the same ed before me this day in
Given under my hand and Notarial sea	l this day of	, 2023.
	Notary Public	

EXHIBIT "A" - PLAT OF SUBDIVISION

EXHIBIT B - LEGAL DESCRIPTIONS

Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, Paris Lane and Private Lane in CEDAR LAKES SUBDIVISION SECTION TWO, a part of the Northwest Quarter and a part of the Northeast Quarter of Section 17 and a part of Lot 1 in Cedar Lakes Subdivision, all being in Township 26 North, Range 3 West of the Third Principal Meridian, Tazewell County.

Lot 8 PIN:
Lot 9 PIN:
Lot 10 PIN:
Lot 11 PIN:
Lot 12 PIN:
Lot 13 PIN:
Lot 14 PIN:
Lot 15 PIN:
Lot 16 PIN:
Lot 17 PIN:
Lot 18 PIN;
Paris Lane PIN:
Private Lane PIN:

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:				
Your Transportation Committee has consider recommends that it be adopted by the Board	red the attached RESOLUTION and			
THEREFORE BE IT RESOLVED, that the Control Chairman, County Administrator, Chairman of County Engineer of this action, and submit the approved resolution to the Regional Engineer of Transportation as notification of this action	of the Transportation Committee, and aree (4) certified signed originals of the r's District office of the Illinois Department			
BE IT FURTHER RESOLVED, the County B is hereby authorized to sign the Agreement e UNIFIED PLANNING WORK PROGRAM FY and incorporated herein.	entitled "JOINT FUNDING AGREEMENT -			
PASSED THIS 28th DAY OF JUNE, 2023				
ATTEST:				
County Clerk	County Board Chairman			



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?			Resolution	Туре	Resolution Number		
Yes No			Original		T-23-19 (P1 of	4) 23-00051-00-ES	
			of the County				
BE IT RESOLVED, by the Board Governing Body Type				-	Local Pu	blic Agency Type	
of Tazewell	lli	nois tha	it the followi	ng desc	ribed street(s)/road(s)/s	structure be improved under	
Name of Local Public Agency the Illinois Highway Code. Work shall be done by							
the minute right as a second s	Contrac	t or Day	Labor				
For Roadway/Street Improvements:	r			·			
Name of Street(s)/Road(s)	Length Route (miles)			From	То		
							
For Structures:	<u> </u>				***************************************		
	Exist		Route		Location	Feature Crossed	
Name of Street(s)/Road(s)	Structur	e No.	Noute		Lowers		
BE IT FURTHER RESOLVED,							
That the proposed improvement shall consist of an agreement with the Tri-County Region.	nai Plan	ning (ommissio	n san	ing as the Metropo	litan Planning	
Organization to assist the participating c	nai Pian ommuni	tiae to	coordinat	e their	transportation nee	ds through per JOINT	
FUNDING AGREEMENT - UNIFIED PLA	A NINIINIG	INOS IO	K PROGI	RAM F	Y 2024 for the peri	od July 1, 2023 to June	
30, 2024 (FY 2024)	AMMING	V V O 1	ar i itooi	W WIT I	7 2021 101 1110 post	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
			(T l	11		nd 00/100	
2. That there is hereby appropriated the sum of	Fourly T	housa	and Inree	Hunar	ed Seventy-Mile a	10 00/100	
				ollars (_	\$40,379.0	00) for the improvement of	
said section from the Local Public Agency's allotn	ent of Mo	tor Fue	l Tax funds.	. (4)	iic - i - ii-ii-ii- of thio ro	esolution to the dietrict office	
BE IT FURTHER RESOLVED, that the Clerk is he	ereby dire	cted to	transmit fou	r (4) cer	uned onginals of this re	SOMMON TO THE DISTRICT OFFICE	
of the Department of Transportation.							
I, John C. Ackerman County			(Clerk in and for said County			
Name of Clerk Local Public Ager			lic Agency Ty			Local Public Agency Type	
of Tazewell	ir	the St	ate aforesai	d, and k	eeper of the records ar	nd files thereof, as provided by	
Name of Local Public Agency	a spefast	and co	motete origi	nal of a	resolution adopted by		
statute, do hereby certify the foregoing to be a tru		and co	implete ongi	ilai Vi a		on June 28, 2023	
	zewell Nam	e of Loc	al Public Age	ncv	at a meeting nero t	Dale Dale	
Governing Body Type IN TESTIMONY WHEREOF, I have hereunto set				day o	of		
IN TESTIMONY WHEREOF, I have hereunto set	my nano	anu se	Day		Month, Year	·	
(SEAL, if required by the LPA)					Clerk Signature & Date		
						!	
				·	Aı	pproved	
•					Regional Engineer Sign	•	
					Department of Transpo		

JOINT FUNDING AGREEMENT - UNIFIED PLANNING WORK PROGRAM FY 2024

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 \$935,262.92 in Federal Highway Administration and Federal Transit Administration planning funds. The funding requires a 20% local match, requiring a total local match of \$233,815.73 for Fiscal Year 2024. 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 2024. 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 FY 2024, 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, 2023. 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 2024 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 2022.

Community	2022 MFT Allotment	2022 MFT %	FY2024 Contribution
Peoria County	\$2,181,694	21.98%	\$50,550
Tazewell County	\$1,742,692	17.55%	\$40,379
Woodford County	\$604,102	6.09%	\$13,997
Bartonville, Village of	\$144,961	1.46%	\$3,359
Chillicothe, City of	\$139,693	1.41%	\$3,237
Creve Coeur, Village of	\$121,675	1.23%	\$2,819
East Peoria, City of	\$530,057	5.34%	\$12,282
Germantown Hills, Village of	\$78,514	0.79%	\$1,819
Morton, Village of	\$377,237	3.80%	\$8,741
Pekin, City of	\$766,175	7.72%	\$17,752
Peoria Heights, Village of	\$139,395	1.40%	\$3,230
Peoria, City of	\$2,620,595	26.40%	\$60,720
Washington, City of	\$376,136	3.79%	\$8,715
West Peoria, City of	\$104,267	1.05%	\$2,416
Greater Peoria Mass Transit District	N/A	N/A	\$3,800
TOTAL			\$233,816

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:

Bartonville _	Date	
Chillicothe	Date	
Creve Coeur	Date	
East Peoria	Date	
Germantown Hills	Date	
GPMTD _	Date	
Morton _	Date	
Pekin _	Date	
Peoria _	Date	
Peoria Heights _	Date	
Washington _	Date	
West Peoria	Date	
Peoria County _	Date	
Tazewell County	Date	
Woodford County	Date	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell Co	ounty Board:
Your Property Committee has considered the f that it be adopted by the Board:	following RESOLUTION and recommends
that it be adopted by the board.	
RESOLU	T I O N
WHEREAS, the County's Property Committee re the quotes for the sidewalk removal and rep Tazewell County Courthouse; and	ecommends to the County Board to approve placement and a walkway in front of the
WHEREAS, a larger project was bid this year as	2023-P-03 and no bids were received; and
WHEREAS, three bids were submitted for rev (\$27,000); Inside n Out Home Improveme Construction, LLC (\$16,958.00). Progressive Cobid option at the lowest cost, \$16,958.00; and	ents,LLC(\$22,589.00);and Progressive onstruction,LLC was deemed to be the best
WHEREAS, the County Administrator recommendation, LLC and is authorized to move for	mends to approve the bid of Progressive orward with the project as submitted.
THEREFORE BE IT RESOLVED that the County	Board approve this recommendation.
BE IT FURTHER RESOLVED that the County C the Facilities Director and the Auditor of this a	
PASSED THIS 28th DAY OF June, 2023.	
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

Progressivé Construction LLC-MDBE

PROPOSAL

TUESDAY MAY 16, 2023

Tazewell County Sidewalk Replacement

201 Belview Normal IL, 61761 309-868-0689 Brandon Barnesbm1977@gmail.com TAZEWELL COUNTY
MIKE SCHONE
COURTHOUSE SIDEWALK
MSCHONE@TAZEWELL-IL.GOV

. 4,	والمستور والمراجع والم والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراج	The state of the s	
	QUANTITY	DESCRIPTION	UNIT PRICE
		The state of the s	
	1369 SQ FT	SIDEWALK REMOVAL AND REPLACEMENT	The Association (Co. 1997) and the Co. 1997 and the Co. 1
	4	REMOVE PARK BENCHES AND PLACE ON GRASS BEHIND SIDEWALK	
	110 LF	EXPANSION BETWEEN POURS AND CAULKED	
		TRAFFIC/PEDESTRIAN CONTROL	
		Total	\$16,958.00

-Proposal includes:

Removal and Replacement of sidewalk in front of the courthouse.

To be removed at two different times to maintain traffic flow.

Replacement with 4000 psi white rock concrete with fiber mesh and 10 gauge wire. Fiber and mesh is recommended do to sandy soils below and no prior engineering.

To be sealed within an hour of finishing with a penetrative sealer (SpecChem WB Penetrative Sealer) due to winter salling of a high traffic flow.

Progressive Construction is a Union Minority Company with a Safety and Training Program. Prevailing wage/Union Wages every day!

--Paid on a Net 30 Basis. Not on a "Paid upon paid Basis".
All Quotes are good for 90 days labor, metal and concrete 30 days
If you have any questions or changes with this proposal text or email changes.
Thank you for your business!

Brandon M. Barnes
Whitelen M. Gue

37

Progressive Construction LLC-MDBE

PROPOSAL

MONDAY JUNE 19, 2023

Tazewell County Courthouse Sidewalk

201 Belview Normal IL, 61761 309-868-0689 Brandon Barnesbm1977@gmail.com

342 COURT STREET PEKIN IL,61554

Verification of Addendum 1-9 Emailed from Mike Schone Monday Jume 19 at 16:24

#1, Yes all concrete to be removed

#2 Yes, Sub base will be compacted

#3 Yes, fiber and 10 gauge mesh will be used

#4 Yes, Concrete will be a minimum of 4" thick

#5 Yes, Concrete will be 4000psi at 21 days

#6 Yes, 1/2 " smooth bar will tie all existing sidewalks and stairs together

#7 Yes, ½ "fiber expansion and Masterseal SL1 used on all expansion joints(product data sheet inclosed)

#8. Yes, will do whatever control joints customer desires, most like tooled to match existing

#9 Yes, Masterprotect H 200 waterbased penetrative sealer- Enviro Seal 20 (product data sheet included)

All addendums have been accepted and approved. Any questions feel free to call Brandon 309-868-0689

Progressive Construction is a Union Minority Company with a Safety and Training Program. Prevailing wage/Union Wages every day!

--Paid on a Net 30 Basis. Not on a "Peid upon paid Basis".

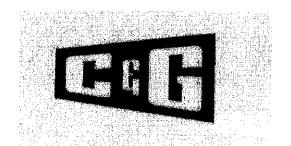
All Quotes are good for 90 days labor, metal and concrete 30 days

If you have any questions or changes with this proposal text or email changes.

Thank you for your business!

Brandon M. Bernes

Robert Howard



Proposal

C&G CONCRETE CONSTRUCTION CO., INC.

1906 Meadow Avenue / East Peoria, Illinois 61611

Phone (309) 699-0384 or Fax (309) 699-6922

Bid To: Tazewell County	Phone: 309.478.5663	Date: May 15, 2023
Address: 11 South fourth St.	Job Name: Misc Concrete repair on	North side of Court House
State/Zip: Pekin, IL 61554-4206	Job Address:	· · · · · · · · · · · · · · · · · · ·
Attention: Mike Shone	Job State/Zip:	

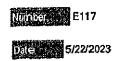
Misc. Concrete repair at Tazewell County Court House 37' x 37'

- 1. Demo existing concrete
- 2. Haul away and dispose of legally
- 3. Compacted granular base as needed
- 4. Form and pour new 4" PCC sidewalk
- 5. Fiber mesh
- 6. 4000 PSI concrete
- 7. Control joints saw cut
- 8. Expansion against existing stairs
- 9. Metal benches to be bolted down by other.
- 10. We will try and straighten Lincoln monument stone, that is currently out of plumb.
- 11. New flagpole foundation base not included.
- 12. We will restore existing flagpole base with a cementitious topping material
- 13. Landscape rock not include.
- 14. TOTAL: \$27,000.00

<u>Does not include</u>: Bond, permits, all testing services, elevation hubs, irrigation water lines, irrigation heads, winter service or winter protection, damage to private utilities not located by J.U.L.I.E., soft subgrade repair,

Submitted by; RodneySlusher – Estimator	C & G Concrete Construction Co.	
Accepted by;	3 D ate	

Inside n Out Home Improvements LLC. 4401 Meadow Dr. Pekin, IL. 61554 Jeff (309)303-2648



BILL TO	71 E	
Tazewell 101 S. Ca Pekin, IL.	oltol St.	
	· · · · · ·	

Project

Court House Entrance - 342 Court St. Pekin, JL. 61554

	75 kg 13 kg - 12 1 kg 126 m		
Date	Description		Amount
5-18-23	Remove side walk in front of sidewalk, Aprox, 1,369 sq. ft	Court house from steps to city	
	Pour back concrete 5.5" thic	k,3,500psi with fiber,install fibe m finish and seal concrete with	rglass
	blocker sealant.	III IIIISI) and sea condete with	3011
	over weekend. Pour ALL bag	riday aftemoon. Area will be fe k Saturday AM and ready for b	pusiness
	on Monday. This job is bid to	State prey, wages for all empl	oyée's.
"道:	Thank you for your time to O	luote this jobiti Jeii	
`.'			
	·		:
		TOTAL	\$22,589.00
		L,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
1			

Mr. Chairman and Members of the Tazew	ell County Board:
Your Property Committee has considered that it be adopted by the Board:	the following RESOLUTION and recommends
	LUTION
	ee recommends to the County Board to approve Illinois (Arcade/Monge Building) and 1 S. Capitol, . 2023-P-05); and
WHEREAS, the recommendation is to app River City Demolition in the amount of \$7	prove the lowest responsible bid received from 17,000; and
WHEREAS, the County Administrator recormove forward with the demolition project	mmends to approve the bid and is authorized to as submitted.
THEREFORE BE IT RESOLVED that the Co	unty Board approve this recommendation.
BE IT FURTHER RESOLVED that the County the Facilities Director and the Auditor of the	y Clerk notifies the County Board Office, Finance, nis action.
PASSED THIS 28th DAY OF June, 2023.	
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

Tazewell County

Project #2023-P-05

Building Abatement and Demolition:

Demolition: Arcade Bldg (11 S. Capitol) Tobin Bldg (1 S. Capitol)

Bidder:	Jimax Corp.	River City Demolition	
Date/Time Received:	June 12, 2023 12:20 p.m.	June 12, 2023 1:52 p.m.	
© Option 1 (Abatement of Arcade Bldg & Demolition of Arcade and Tobin Bldgs)	752,560.00	717,000.00	
Option 2 (Abatement & Demolition of Arcade Bldg only)	596,996.00	515,500.00	
Option 3 (Demolition of Tobin Bldg only)	295,440.00	202,000.00	
Alternate 1 (Salvage & Relocation of facade of Arcade Bldg)	38,770.00	13,000.00	
Anticipated start & completion date:			

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Mr. Chairman and Members of the Tazewe	ell County Board:
Your Finance Committee has considered that it be adopted by the Board:	ne following RESOLUTION and recommends

RESO	LUTION
WHEREAS, the County's Finance Committe to increase pay for Election Judges; and	e recommends to the County Board
WHEREAS, the single election pay will immediately.	be increased from \$200 to \$220 effective
THEREFORE BE IT RESOLVED that the Cou	unty Board approves this recommendation.
BE IT FURTHER RESOLVED that the County Auditor of this action.	Clerk notifies the County Board Office and the
PASSED THIS 28 th DAY OF JUNE, 2023.	
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell Cour	nty Board:
Your Finance Committee has considered the follothat it be adopted by the Board:	owing RESOLUTION and recommends
	**-
·	
WHEREAS, the County's Finance Committee reco authorize a Budget Line Transfer for Veteran's As	
 Transfer \$8,000 from Medical Insurance (2 (230-550-5541) 	230-550-5082) to Office Equipment
WHEREAS, the transfer will cover the costs of var the new VA offices at 335 Court Street, Pekin, Illi	
THEREFORE BE IT RESOLVED that the County Bo	pard approve the transfer of funds.
BE IT FURTHER RESOLVED that the County Clerk Finance Office, the County Clerk/Recorder and the	
PASSED THIS 28th DAY OF JUNE, 2023.	
ATTEST:	
Tazewell County Clerk Ta	azewell County Board Chairman

Veteran's Assistance

Budget Transfer Request for Office Set-Up

Steve Saal, VA Superintendent, is requesting a budget transfer of \$8,000 from 230-550-5082, Medical Insurance, to 230-550-5541, Office Equipment, to cover the cost of the following items he plans to purchase for the new VA offices at 335 Court Street, Pekin.

Quantity	<u>ltem</u>	<u>Unit Price</u>	Extended <u>Price</u>	
2	HP ProBook Laptops for Jim & Matt	847.99	1,695.98	actual cost - Amazon
6	HP Monitors 27 inch (front -1, Steve -1, Matt -2, back cubicle - 2)	207.96	1,247.76	actual cost - Amazon
2	HP Lazer Jet Printers	329.99	659.98	actual cost - Amazon
4	HP USB-C Docks (front, Jim, Matt, ?)	139.90	559.60	actual cost - Amazon
2	HP Monitors 23.8 inch (Jim)	149.99	299.98	actual cost - Amazon
3	Topaz electronic signature pads (front -1, Jim - 1, Matt - 1)	239.07	717.21	actual cost - Amazon
	Subtotal		5,180.51	
	Shipping costs		342.77	
	Total cost		5,523.28	
5	Logitech wireless keyboards/mice combos	60.00	300.00	estimate fm S Hizey
1	Keurig coffee maker	233.99	233.99	Quill estimate
3	office chairs	99.99	299.97	Quill estimate
2	shredders	119.00	238.00	Quill estimate
2	message books	8.49	16.98	Quill estimate
3	carpet protectors	41.99	125.97	Quill estimate
			914.91	
3	trash cans	8.00	24.00	Menards estimate
1	refridgerator	600.00	600.00	Menards estimate
1	microwave	55 .0 0	55.00	Menards estimate
1	toaster	27.00	27.00	Menards estimate
1	delivery	160.00	160.00	Menards estimate
			866.00	
1	TV & mounting brackets	316.00	316.00	actual cost - Walmart
	Total actual and estiamted costs	_	7,920.19	
	Amount of requested transfer	=	8,000.00	

Your Finance Committee has considered the that it be adopted by the Board:	e following RESOLUTION and recommends
	·
RESOI	LUTION
WHEREAS, the County's Finance Committee authorize the annual purchase of network, licensing; and	
WHEREAS, bids were obtained for the annuand the lowest responsible bid is from vClo	
WHEREAS, the Software Maintenance according the cost of licensing which are appropriated	
THEREFORE BE IT RESOLVED that the Cou	nty Board approve this recommendation.
BE IT FURTHER RESOLVED that the County Network Administrator, Finance Departmen	Clerk notifies the County Board Office, the tand the Auditor of this action.
PASSED THIS 28th DAY OF JUNE, 2023.	
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

Tazewell County				
Project # 2023-F-02 - Network & Email Lic	mail Lic	ense Renewal		
Bid Opening - June 13, 2023 10 a.m.				
Bidder:		CDW Government LLC	vCloud Tech Inc.	
Date/Time Received		6/12/23 7:50 a.m.	6/12/23 9:10 a.m.	
Product	Qty			
Micro Focus Onen Workgroup Suite Renewal	495	68.374.35	61,677.00	
Micro Focus Groupwise ner Mailbox Renewal	25	1,144.00	1,024.50	
Micro Focus ZENworks Suite Business	495	13.261.05	11,860.20	
Grand Total		\$82,779.40	\$74,561.70	

:

Mr. Chairman and Members of the Tazewell County Board:

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

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RESOLUTION #274

A RESOLUTION OF THE COUNTY OF TAZEWELL - ILLINOIS AND THE TOWN OF TAZEWELL - TENNESSEE ESTABLISHING THE "TWIN COMMUNITY STATUS" BETWEEN OUR COMMUNITIES.

WHEREAS, within the United States only four countles/communities are named "Tazewell", and

WHEREAS, each of these counties/communities are named in honor of Virginia Politician Henry Tazewell or his son Virginia Politician Littleton Tazewell, and

WHEREAS, this shared history between our counties/communities create an unique historical bond between us,

WHEREAS, the basis of "Twin Community Status" was inaugurated by President Dwight D. Eisenhower in 1956 to establish greater friendship and understanding through the medium of direct personal contact and correspondence, and

WHEREAS, many communities throughout the United States have successfully adopted and implemented programs for the exchange of ideas and visitations of people, and

WHEREAS, the counties/communities of TAZEWELL COUNTY—ILLINOIS and TOWN OF TAZEWELL—TENNESSEE, through their established governmental bodies, and their civic organizations as a group, and through their individual citizens, recognize and endorse this program as a means of establishing a lasting friendship between the citizens of our communities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF TAZEWELL - ILLINOIS AND TOWN OF TAZEWELL - TENNESSEE, that:

- a) On behalf of the citizens of our communities, we hereby endorse this declaration of "Twin Community Status" and support the continued outreach efforts between our governmental bodies, civic organizations, and citizens.
- b) Following acceptance by each community listed above, the County Clerk of Tazewell County Illinois will send copies of this finalized resolution to each participating member for signature.
- C) Copies of the finalized signed resolution will be sent by the County Clerk of Tazewell County Illinois to each community for their records and/or public display.

APPROVED AS TO FORM:	Denn
Tazewell County Board Chairman - Illinois	Mayor of Town of Tazewell -Tennessee
	Row Scale
Attest: Tazewell County Clerk	Attest: Tazewell City Clerk
Date:	Date:

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered	the following RESOLUTION and recommends
that it be adopted by the Board:	No many & Pol Stones
	Od a. Jungs
75/19	Marcel D. Schmid
Mancy Mr. Proch	
	MANTE
RESO	LUTION
per diem or miscelianeous expenses reim	02 states: Reimbursement requests of mileage, bursement requests submitted after 60 days which the meeting/travel occurred shall not be the County Board; and
WHEREAS, County Board Member Roy Pagentitle him to the following per diems and	et attended the below meetings which would mileage reimbursement:
Transportation Committee on 2/14/	23 - \$75.00 (per diem) - \$17.03 (mileage) 23 - \$75.00 (per diem) - \$17.03 (mileage) \$75.00 (per diem) - \$20.96 (mileage); and
WHEREAS, County Board Member Roy Pag aforementioned per diems and mileage rel	get requests the County Board approve the mbursements in the amount of \$280.02.
THEREFORE BE IT RESOLVED that the Co	unty Board approve this recommendation.
BE IT FURTHER RESOLVED that the Count Treasurer, the Finance Office, and the Auc	ty Clerk notifies the County Board Office, the ditor of this action.
PASSED THIS 28th DAY OF JUNE, 2023.	
ATTEST:	
Tazewell County Cierk	Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the f	ollowing RESOLUTION and recommends
that it be adopted by the Board:	
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	11111-11-
	Maxaell D. Schnur
70 (1)	/
Manay M. Vroche	7.11.1
	MHans
RESOLUI	TION
WHEREAS, the County's Executive Committee re	
to approve the attached Site Owner Estoppel Co	ertificate and Agreement, and
WHEREAS, the purpose of the agreement is for of to release an investor from their project prior to	our Lessee, Pearl St 1 Solar, LLC, to be able mechanical completion.
THEREFORE BE IT RESOLVED that the County E	Board approve this recommendation.
BE IT FURTHER RESOLVED that the County Community Development and the Auditor of this	
PASSED THIS 28th DAY OF JUNE, 2023.	
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

ANNEX 6

FORM OF SITE OWNER ESTOPPEL CERTIFICATE AND AGREEMENT

THIS SITE OWNER ESTOPPEL CERTIFICATE AND AGREEMENT (this "Certificate") is made as of [___], 2023 (the "Effective Date") by Tazewell County, Illinois ("Landlord"), to and for the benefit of 1st Source Bank, an Indiana corporation ("Lender"), Investor (as defined below), Pearl St Solar 1, LLC, a Delaware limited liability company (together with any of its successors or assigns, "Lessee"), and TitleVest, a First American Company (the "Title Company").

RECITALS

- A. Landlord is the owner of fee simple title in and to the real property located in Tazewell County, Illinois, as more particularly described on Exhibit A attached hereto and made a part hereof (referred to as the "Site").
- B. Landlord and Lessee (or Lessee's predecessor-in-interest) entered into those certain documents described on Exhibit B (collectively, the "Ground Lease").
- C. Reference is made to (i) that certain Loan Agreement dated as of September 4, 2020 (as it may be amended, supplemented, extended, restated or otherwise modified from time to time, the "Financing Agreement") by and among Lender and SRC Partnership 5, LLC, a Delaware limited liability company ("HoldCo") and (ii) that certain Amended and Restated Operating Agreement of HoldCo dated as of September 4, 2020 (as it may be amended, supplemented, extended, restated or otherwise modified from time to time, the "Tax Equity Operating Agreement"), by and between 1st Source Bank, an Indiana corporation, or its affiliate or other tax equity investors party thereto from time to time (collectively, "Investor"), and SRC MM5, LLC, a Delaware limited liability company. Pursuant to the terms of the Financing Agreement and the Tax Equity Operating Agreement, Lender and Investor will make certain loans and investments, respectively, available in order to finance the development, construction, ownership and operation by Lessee of a solar generation facility located on the Site.
- D. Pursuant to the terms of the Financing Agreement, Lessee will execute and deliver to Lender (a) a Leasehold Mortgage, Security Agreement, Fixture Filing, and Assignment of Leases and Rents or similar agreement or agreements (as it or they may be amended, restated, renewed, modified, consolidated, or supplemented from time to time, the "Mortgage") in favor of Lender, encumbering, among other things, Lessee's interest in the Ground Lease, the land leased pursuant thereto and all improvements constructed thereon by Lessee, including, without limitation, all solar generating facilities, related equipment, substations, electrical transmission lines, poles and towers (all of the foregoing, collectively, the "Related Property"), and (b) all related security and loan documents and other documentation referred to in the Financing Agreement and the Mortgage.
- E. The Title Company will be issuing owner's and lender's title insurance commitments and/or endorsements thereto (collectively, the "Title Commitments") with respect

to the interests of Lessee in and to the Ground Lease, the land leased pursuant thereto and the Related Property, and Lender with respect to the first lien of the Mortgage with respect thereto.

NOW, THEREFORE, for good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, knowing that (i) Lender and Investor will rely on this Certificate in connection with extending the loan and other financial accommodations to Lessee contemplated in the Financing Agreement and Tax Equity Operating Agreement, (ii) Lender will rely on this Certificate in accepting the Mortgage from Lessee, and (iii) the Title Company will rely on this Certificate in issuing the Title Commitments, hereby states, certifies, confirms, acknowledges, represents, warrants, covenants and agrees as follows:

- 1. Validity of Ground Lease. The Ground Lease (a) is valid and in full force and effect, enforceable against Landlord and its successors and assigns in accordance with its terms, (b) has not been waived, surrendered, canceled, terminated or abandoned (orally or in writing), (c) constitutes the entire agreement between Landlord and Lessee (including its affiliates) with respect to the subject matter contained therein, (d) has not been supplemented, modified, or amended (orally or in writing) except as otherwise provided herein, and (e) to Landlord's knowledge, has not been assigned by Lessee except as described in Exhibit B. No other leases, agreements, covenants, or understandings exist between Landlord and Lessee and its affiliates other than as set forth in the Ground Lease. This Certificate is the valid and binding obligation of Landlord, and its successors and assigns, enforceable against Landlord and its successors and assigns in accordance with its terms.
- 2. <u>Consent to Assignment: Collateral Assignment</u>. Landlord hereby consents to any assignment or encumbrance by Lessee of its rights and duties under the Ground Lease and agrees that the certifications and agreements made by Landlord herein shall also be made for the benefit of, and may be relied upon and enforced by, Lessee and any such assignee. Without limiting the preceding sentence, Landlord acknowledges and, to the extent required under the Ground Lease (but without implying any greater rights of approval than are set forth in the Ground Lease), approves the collateral assignment and mortgaging of the Ground Lease by Lessee to Lender. In addition, Landlord hereby agrees as follows with respect to Lender:
 - (a) Landlord agrees that, if Lender notifies Landlord in writing that it has elected to exercise its rights and remedies pursuant to the Mortgage and the other Loan Documents (as defined in the Financing Agreement) with respect to the Ground Lease, then as set forth in such written notice (i) Lender or any assignee and/or designee of Lender (each a "Subsequent Owner") shall be substituted for Lessee under the Ground Lease and (ii) Landlord shall recognize Lender and such other Subsequent Owner, as the case may be as its counterparty under the Ground Lease and continue to perform its obligations under the Ground Lease in favor of Lender or such other Subsequent Owner, as the case may be. Landlord acknowledges and agrees that Lender shall have no liability or obligation under the Ground Lease as a result of the Mortgage except for obligations arising during any period when Lender is a Subsequent Owner.
 - (b) Lessee hereby directs Landlord to pay all amounts payable by Landlord to

Lessee under the Ground Lease, if any, in the manner and as and when required by the Ground Lease directly into any account as may be specified from time to time by Lender to Landlord in writing, and the Landlord agrees to comply with such direction. Landlord shall have no liability to Lessee for complying with any such payment direction from Lender. All payments required to be made by Landlord under the Ground Lease shall be made without offset, recoupment, abatement, withholding, reduction or defense whatsoever.

- 3. Ownership. All persons or entities having any fee title ownership interest, or easement rights, in and to the Site, as applicable have signed, ratified or joined in the Ground Lease and this Certificate. There are no unrecorded options, contracts or other agreements with any persons or entities that would interfere with the use of the Site by Lessee or any of its affiliates, successors or assigns, for the purposes set forth in the Ground Lease. As of the date hereof, Landlord is the ["Owner"]["Landlord"] (as such term is defined in the Ground Lease) under the Ground Lease, and includes all parties who have a fee title ownership interest in the surface estate in the Site and any mineral interests relating thereto. Except for liens of record, if any, and liens for property taxes not yet due and payable, there are no liens against any Landlord or the Site.
- 4. <u>No Termination</u>. Landlord has not commenced any action or sent any presently effective notice to Lessee or any of its affiliates (or received any presently effective notice from Lessee or any of its affiliates) for the purpose of terminating, canceling or surrendering the Ground Lease. Landlord is not presently entitled to terminate, cancel or surrender the Ground Lease.
- 5. No Defaults; No Claims. Landlord has not given to Lessee or received from Lessee or any of its affiliates any notice of default under the Ground Lease, except for defaults that have already been cured. Landlord is not in default under the Ground Lease and does not have knowledge of any breach or default of Lessee under the Ground Lease. Landlord does not have knowledge of any fact or circumstance that, with the passage of time or the giving of notice, or both, would constitute a breach or default under the Ground Lease. Landlord has no knowledge of any facts entitling Landlord to any claim, counterclaim, offset or defense against Lessee in respect of the Ground Lease. There are no legal proceedings commenced or threatened against Lessee or any of its affiliates by Landlord. To Landlord's knowledge, there are no legal proceedings commenced or threatened against Landlord by Lessee.
- 6. <u>Payments</u>. All fees and payments due under the Ground Lease through and including the date hereof, including indemnity payments, if any, have been paid. As of the date hereof, no other fees or other payments are presently due under the Ground Lease.
- 7. <u>No Condemnation</u>. There are no pending or, to the knowledge of Landlord, contemplated condemnation or eminent domain proceedings with respect to the Site or any portion thereof.
 - 8. <u>Title Insurance Matters</u>. Landlord represents to Landlord's knowledge that:
 - (a) There are no unpaid bills incurred by the Landlord for work performed upon or materials delivered to the Site for the construction or improvement of the Site during the past 12 months and there are no contracts for work which has been performed but not yet paid.

- (b) There are no (i) unrecorded tenancies, lease agreements, or other occupancies or rights of possession on the Site, or (ii) options, contracts or other agreements with any person or entity that would interfere with the use of the Site by Lessee, including its affiliates, or its successors or assigns, for the purposes set forth in the Ground Lease.
- (c) There are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this Certificate is given.
- (d) There are no judgments, liens, mortgages, or other claims against the Site, whether recorded or unrecorded, except as described in <u>Schedule 1</u> attached hereto.
- (e) Landlord is the sole owner of all mineral interests, if any, relating to the Site. In addition, Landlord covenants and agrees that it will not convey such mineral interests to a third party during the Term of the Ground Lease without reserving the right to use the surface of the Site in connection with the exercise of such mineral interests.
- Financing Party and Additional Notice Party Rights. Pursuant to the terms of the 9. Ground Lease, this Certificate shall serve as notice to Landlord that Lender and Investor are each a ["Leasehold Mortgagee"]["Leasehold Mortgagee"]["Lender"]["Financing Party"] as defined in Section [15.4][16.4][13][16] of the Ground Lease, and Landlord acknowledges that Lender and Investor are entitled to all rights, privileges, and protections that apply to a ["Leasehold Mortgageee" ["Leasehold Mortgagee"] ["Lender"] ["Financing Party"] under the Ground Lease, including without limitation, those rights, privileges, and protections set forth in Section [15.4][16.4][13][16] of the Ground Lease. After the date hereof, Landlord agrees to provide to Lender and Investor at the addresses as provided herein, a copy of all notices or other communications required and/or permitted to be given under the Ground Lease, in accordance with the notice provisions thereof, including any request by either Landlord or Lessee, including any of its affiliates, successors or assigns, for any modification, amendment, or supplement to the Ground Lease. Landlord agrees that while each of the Financing Agreement and Tax Equity Operating Agreement are in effect, no future amendments of the Ground Lease shall be enforceable unless such amendment has been consented to in writing by Lender and Investor or their affiliates and their respective successors and assigns.
- 10. No Disputes. To the best of Landlord's knowledge, (a) no disputes, claims or litigation exist asserting that any of the Ground Lease is unenforceable or violates any other agreement, (b) the Ground Lease is not, and has not been, the subject of any bankruptcy or foreclosure proceeding, (c) no event, act, circumstance or condition constituting an event of force majeure exists, and (d) there is presently no judgment, award, litigation, arbitration or proceeding pending or threatened that holds or asserts that the Ground Lease is or will be unenforceable or violates any existing agreement, or which could otherwise materially and adversely affect the respective rights or obligations of the Landlord, Lessee, including its affiliates, successors and assigns, or any other party to the Ground Lease under the terms and provisions of the Ground Lease.
- 11. Consents and Approvals. The execution, delivery and performance by Landlord of the Ground Lease and this Certificate do not and will not require any further consents or approvals that have not been obtained or violate any provision of law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on 107540185.4 0065427-00025

Landlord.

- 12. <u>Notices</u>. All notices required to be sent to Lender, Investor and Lessee pursuant to this Certificate or the Ground Lease shall be effective only if in writing and given by hand delivery, by certified United States Mail, return receipt requested, or by nationally recognized overnight courier addressed to the address for Lender and Investor shown on <u>Exhibit C</u> and the address for Lessee set forth in the Ground Lease or to such different address as such party may specify. Such notice shall be effective upon receipt if given by hand delivery, three (3) days after deposit in the mail if sent by certified mail and one business day after deposit with an overnight courier if sent by overnight courier.
- upon by, and shall inure to the benefit of, Lender and Investor (and their assignees, nominees or designees), any assignee of the Ground Lease, Lessee, or any affiliate of, successor owner to or investor in Lessee and any title insurance company (including, without limitation, Title Company), and their respective successors and assigns, and shall be binding upon Landlord and its heirs, representatives, successors and assigns, including, without limitation, all successor owners of the Site or any part thereof or Landlord's interest in the Ground Lease. This Certificate is not intended to limit any rights of Lender or Investor under the Ground Lease.
- 14. <u>Counterparts</u>. This Certificate may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one document.
- 15. <u>Defined Terms</u>. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Ground Lease.

[remainder of this page blank—signature page follows]

IN WITNESS WHEREOF, Landlord has executed and delivered this Certificate to be effective as of the Effective Date.

LAN	DLORD:		
Tazew	ell County, I	llinois	
Ву: _			
	Name: _		
	Title:		

[Signature page to Site Owner Estoppel – Tranche 3]

Schedule 1

Judgments, Liens, Mortgages, Deeds of Trust or other Claims Against the Site	
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Schedule 1

Exhibit A

1. A. S. S. S. S.

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Legal Description

Parcel No. Part of 11-11-14-200-007

THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 4, WEST OF THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 58 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 598.56 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88 DEGREES 58 MINUTES 43 SECONDS WEST ALONG SAID SOUTH LINE, 1345.33 FEET; THENCE NORTH OO DEGREES 19 MINUTES 19 SECONDS WEST, 725.09 FEET TO THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 9; THENCE SOUTH 80 DEGREES 29 MINUTES 19 SECONDS EAST ALONG SAID SOUTH LINE, 665.40 FEET; THENCE SOUTH 77 DEGREES 37 MINUTES 34 SECONDS EAST ALONG SAID SOUTH LINE, 200.25 FEET; THENCE SOUTH 80 DEGREES 29 MINUTES 19 SECONDS EAST ALONG SAID SOUTH LINE, 100.00 FEET; THENCE SOUTH 83 DEGREES 18 MINUTES 52 SECONDS EAST ALONG SAID SOUTH LINE, 199.81 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE 202.55 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5669.58 FEET (CHORD BEARS 79 DEGREES 02 MINUTES 59 SECONDS EAST, 202.53 FEET);

THENCE SOUTH OO DEGREES 10 MINUTES 19 SECONDS EAST, 469.98 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING, ALL IN TAZWELL COUNTY, ILLINOIS.

107540185.4 0065427-00025

A-1

Exhibit B

Description of the Ground Lease

Option and Lease Agreement dated February 6, 2019, by and between Pearl St Solar 1, LLC ("Lessee") and Tazewell County, Illinois ("Landlord"), as amended by that certain First Amendment to Option and Lease Agreement dated November 17, 2021, as further amended by that certain Second Amendment to Option and Lease Agreement dated January 26, 2022 (collectively, the "Option Agreement").

As evidenced by a Memorandum of Option and Lease giving notice of the Option Agreement was recorded on February 1, 2022, as Instrument Number 20220001625, in the Official Records of Tazewell County, Illinois.

And further Notice of Exercise of Option to Lease, providing notice that it has exercised its option rights, dated July 11, 2022, (now known as "Ground Lease") and was recorded on July 18, 2022, as Instrument Number 202200010554, in the Official Records of Tazewell County, Illinois.

B-1

Exhibit C

Notice Addresses

If to Lender:

1st Source Bank

100 N. Michigan St South Bend, IN 46601 Facsimile: 574-235-2227 Attention: Russell Cramer Email: cramerr@1stsource.com

If to Investor:

1st Source Bank 100 N. Michigan St South Bend, IN 46601 Facsimile: 574-235-2227 Attention: Russell Cramer Email: cramerr@1stsource.com

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends that it be adopted by the Board: On Manager Substitution of the following RESOLUTION and recommends the following RESOLUTION and rec	i despes y
RESOLUTION	
WHEREAS, the County's Executive Committee recommends to the County Board to approve the quotes for the Heritage Lake Subdivision seal coat road work; and	
WHEREAS, two bids were submitted for review; McLean County Asphalt Co., Inc. (\$121,444.00) and R.A. Cullinan & Son (\$131,274.54). McLean County Asphalt Co., Inc. was deemed to be the best bid option at the lowest cost, \$121,444.00; and	
WHEREAS, the County Administrator recommends to approve the bid of McLean County Asphalt Co., Inc., and is authorized to move forward with the project as submitted.	约代答 :
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.	
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer, the Finance Office, and the Auditor of this action.	
PASSED THIS 28 th DAY OF June, 2023.	
ATTEST:	
Tazewell County Clerk Tazewell County Board Chairman	etorni"

84,848.24 43,327.57 3,098.73 131,274.54 TOTAL R.A. Cullinan & Son \$ 1,368.52 \$ \$ 96.07 \$ \$ 3,098.73 \$ PRICE 70,432.00 50,512.00 500.00 McLean County Asphalt Co., Inc. 121,444.00 TOTAL BID: \$ 86,800.00 \$ 1,136,00 \$ 38,335.00 \$ 112.00 \$ 4,000.00 \$ UNIT PRICE 129,135.00 TOTAL 62 \$ 1,400.00 \$ 451 \$ 85.00 \$ 1 \$ 4,000.00 \$ May 18, 2023 ΩŢ APPROVED ESTIMATE: UNIT QT STATE OF ILLINOIS
TABULATION OF BIDS
DATE: TON TON L SUM P BIT MATLS SE CT (CRS-2P) SEAL COAT AGG (BLACK TRAP ROCK CA-16) TRAF CONT & PROT SPL Tazewell County Heritage Lake Subdivision Special Service Area Sec. 2023 SEAL COAT ITEM

TOTAL

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Sheet 1 of 1

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Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered that it be adopted by the Board: Aurum M. Krochle	Dommer S Ruh Stomen O I I. muyis Maxael D. Schminl
RESOI	LUTION
the third invoice to Knapp Concrete for the	ee recommends to the County Board to approve design and construction engineering for CDBG 18-248592 in the amount of \$97,770.37; and
WHEREAS, the contract was awarded by th amount of \$481,686.00.	e Tazewell County Board for the total
THEREFORE BE IT RESOLVED that the Cou	nty Board approve this recommendation.
BE IT FURTHER RESOLVED that the County Treasurer, the Finance Office, the Auditor a Council Grant Consultant, Jim Cummings, o	and Greater Peoria Economic Development
PASSED THIS 28th DAY OF JUNE, 2023.	
ATTEST:	•
Tazewell County Clerk	Tazewell County Board Chairman

Contractor's Application for Payment No.	Application Date: 6/14/2023	Via (Engineer): Famsworth Group, Inc.		Engineer's Project No.:201574.02
Confractor's Applica	Application 5/18/2023 - 6/14/2023 Period:	From (Contractor): Knapp Concrete Contractors	Contract: Sidewalks Project in Tazewell County	Contractor's Project No.: CDBG Grant No. 18-248592
III CDC		To Tazewell County (Owner):	Architectural Barriers Removal Sidowalks Project CDBG Grant No. 18-246592	Owner's Contract No.:

Application For Payment

	Change Order Summary		Γ	
Approved Change Orders			1. ORIGINAL CONTRACT PRICE \$ \$481,686.00	\$481,686.00
Number	Additions	Deductions	2. Net change by Change Orders, \$	-\$5,015,00
ş		\$12,270.00	3. Current Contract Price (Line 1 ± 2) \$ \$476,671,00	\$476,671.00
2	\$7,255.00		4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate) \$ \$192,326.80	\$392,326.80
			5. RETAINAGE:	
			a. 10% X \$392,326.80 Work Completed \$ \$39,232.68	\$39,232.68
			b. 10% X Stored Material	
			c. Total Retainage (Line Sa + Line 5b) \$	\$39,232,68
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Lina Sc) \$	\$353,094,12
TOTALS	\$7,255.00	\$12,270.00	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ \$255,323.76	\$255,323.76
NET CHANGE BY	0.53-	-85 015 00	8. AMOUNT DUE THIS APPLICATION \$ \$97,770.37	\$97,770.37
CHANGE ORDERS	7.52		9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above)	\$123,576.88

\$ 72,077,037	(Line 8 or other - attach explanation of the other amount) ad by:	(Engineer) - Farnsworth Group, Inc. (Date)	\$ \$7.770.37	(Line 8 or other - attach explanation of the other amount)		(Owner) - Tazewell County (Date)		Funding Agency (if applicable) (Date)
Payment of:	is recommended by:		Payment of:		is approved by:		Approved by:	
80	훈부를	} 7	\$ 6 \$				į	Š
certifies that to the best of its knowledge: (1) all provious organisa	The properties are contracted from Owner on account of Work done under the Contract have been apparents received from Owner on account of Work done under the Contractor of Work covered by price Applications for Payment (2) title of all Work, materials and equipment incorporated in said Work or Opherwiso listed in or covered by this Application for Payment will incorporated in said Work or Opherwiso listed in or covered by this Application for Payment will	pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond accopiable to Owner indentifying encumbrances) and its work covered by a	its, security interest or encounteractual, and (3) as work concerns it in accordance with the Contract Documents and is not defective.				Date:	7.60

Land of the property of EJCDC C-620 Contractor's Application for Payment © 2010 National Society of Professional Engineers for EJCDC. All rights reserved.

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	võ	5/18/2023 - 6/14/2023		γbi	Application No.	6	Date:	June 14, 2023	2023
H	NEI	SCHEDULE OF VALUES AMOUNT	PREVIOUS APPLICATION		CURRENT APPLICATION	*		AMOUNT COMPLETED AND STORED	INT ED AND
<u> </u>	Cast David							vs_	1
<u>- a</u>	다 S Mall	18,757.67	25					и	1
		\$ 6,968.51	76					φ	•
4_	Washington & Springfield N	\$ 22,164,58	82					69	
4?_	Washington & Springfield S	\$ 29,506.25						<u>я</u>	•
9	Creve Coeur	\$ 87,091.20	50	en_	83,000.00	82%		ь.	83,000.00
		\$ 17,257.06	49	17,257.05		100%		ч	17,257.05
<u> </u>	South Pekin		-					10	,
00	Main & Brikett	\$ 2,490.84	w	2,490.84		100%		13	2,490.84
운	Main & Belsley	\$ 9,468.26	۰,	9,468.26		100%		49	9,468.26
	Main & Minch St	\$ 10,585.00	٧,	10,585.00		100%		6 9	10,585.00
- 5	Main & South Pekin Grade School	\$ 5,644.75	49	3,469.95		61%		<i>(1</i>)	3,469.95
흔	Main & Alley West of 1st	\$ 5,698,19	5					**	,
<u>4</u>	. Main & 1st	\$ 13,363,75	7.5	49	13,363,75	4004		43	13,363.75
15	Minier							69	,
9	Main & Central	\$ 64,077.07	ы	64,077,07		100%		49	64,077.07
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<u>B</u>	Delavan					-		63 	•
φ	3rd & Locust	\$ 50,342,53	φ	50,342,53	_	100%		s,	50,342.53
ર્સ.	Sin & Locust	\$ 56,134,50	•	43,864.50 \$	12,270,00	100%		и	56,134.50
<u> 77</u>	Amington	\$ 38,051.38	69	38,051.88		100%		en_	38,051,88
8	100	\$ (12,270,00)	(00)	•	(12,270.00)	100%		*	(12,270.00)
<u> </u>	3 CO2	\$ 7,255.00	00.5		3627 1/2	50%		s	3,627,50
							:		
12.00			476,671,00 (37-47-17-242)550(05) \$	\$ 50,000	108,633,75	108,633,75	S	s	392,326.80

EJCDC C-620 Contractor's Application for Payment © 2010 National Society of Professional Engineers for EJCDC. All rights reserved.

Page 2 of 4 Note: Total Schedule of Values Amount should equal the current Contract Price.

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the	following RESOLUTION and recommends	
that it be adopted by the Board:	· T	
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2 Sullan	Id a murgin	en digina
40	Marcell S. Schwiel	
Hancy on Proch		
	Illi Hays	
	T. O. D.	
<u>R E S O L U</u>	<u> 110 N</u>	
WHEREAS, the County's Executive Committee approve the third change order for the sidewal CDBG RLF Closeout Grant 18-248592; and	recommends to the County Board to lk improvements utilizing funds from the	
WHEREAS, the total of the attached change or \$3,577.00.	der decreases the construction cost by	- 2°6."
THEREFORE BE IT RESOLVED that the County	Board approve this recommendation.	
BE IT FURTHER RESOLVED that the County Cle Treasurer, the Finance Office, Jim Cummings,	erk notifies the County Board Office, the and the Auditor of this action.	
PASSED THIS 28th DAY OF JUNE, 2023.		
ATTEST:		
Tazewell County Clerk	Tazewell County Board Chairman	
		5-15-7 <u>7</u> ,5

Change Order #3 Details – Knapp Concrete Contractors, CDBG RLF Closeout 18-248592; Tazewell County

CDBG REF Closeout 16-248392, Tazewen County	Amount of
Location (all South Pekin)	Change
MAIN & BRIKETT - C24	\$ 1,601.00
MAIN & BELSLEY - C25	\$ 829.00
MAIN & MINCH - C26	\$ (169.00)
MAIN & SOUTH PEKIN GRADE SCHOOL - C27	\$ (2,108.00)
MAIN & ALLEY - C28	\$ (5,225.00)
MAIN & 1ST - C29	\$ 1,495.00

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	0.00.000
TOTAL C-O 3	\$ (3,577.00)
1 1011AL C-03	Ψ (*)**** /



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ca: Tazoweli County			CDBG #1	248592	And the second s
		No.: Contractor's Project	•	,	
		No.: Engineers Project	0201674)2	
		No.: Contract Name:	Árchitectu	rei Burners Removni-Sidewalks	
	e Order:			::	+
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CHANGE IN CONTRACT PRICE		CHA	NGE IN C	ONTRACT TIMES	
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		Ready for Final Pays	nent:		t-
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co prior to this Change Order		Substantial Complet	ion:	niga oidei.	- 29
\$ 476.641		Rasdy (or Final Payment:			P
				days or dates	· · · · · · · · · · · · · · · · · · ·
of this Change Order:		[Increase] [Decrease] of this Change Order: Substantial Completion:		Section 1	
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Contract Arice incorporating that change cream					
0 -		Ready for Final Pay	ment:	· · · · · · · · · · · · · · · · · · ·	
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Engineer (If required) O	horitoA) nerw	zod Śląnature)			gaj i gainegen kiljadest ja ja
Engineering Associate II Title:		<u>ئىن ئائىلىپىرىس سىدىن ئىن</u>	Tilje:		-
06/13/23 Date:			Date:	06/14/2023	
v Funding Agency (if applicable)					1
•		Date:			
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	Farnsworth Group, Inc. Architectural Barriers Removal-Sidewalks s modified as follows upon execution of this Chango outh Pekin [List documents supporting change] CHANGE IN CONTRACT PRICE Itract Price: D from previously approved Change Orders No 1 & 2 co prior to this Change Order: for ithis Change Order: Ce incorporating this Change Order: OC RECOMMENDED: Engineer of Associate II OC / 13 / 23 Date: Dy Funding Agency (if applicable)	Taxawell County Knapp Concrete FarmsWorth Group, Inc. Architectural Barriers Removal-Sidewalks. In modified as follows upon execution of this Change Order: Outh Pekin CHANGE IN CONTRACT PRIGE Itract Price: Description for this Change Order: Of this Change Order: Ces incorporating this Change Order: Ces incorporation this Chang	Tazewell County Knapp Concrete Knapp Concrete Parnsworth Group, Inc. Architectural Barriers Removal-Sidewalks s modified as follows upon execution of this Change Order: outh Pekin CHANGE IN CONTRACT PRICE From previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Inform previously exproved Change Orders No 1 & 2 Information Change Orders Substantial Complete Substantial Co	Tazeweit Country Tazeweit Country Knápp Consrete Contractor Project No. Fansworth Group, Inc. Architectural Barriers Removal-Skidewalks Inc. Architectural Barriers Removal-Skidewalks Inc. Architectural Barriers Removal-Skidewalks Inc. Architectural Barriers Removal-Skidewalks Inc. Contract Name; Contract Name; Architectural Prices Inc. Inc.	Taxwell County Knapp Contract Contractors Project Another County Another County Another County Architectural Barriera Removal-Skiewalka Farinsworth Group, Inc. Architectural Barriera Removal-Skiewalka Farinsworth Group, Inc. Architectural Barriera Removal-Skiewalka Farinsworth Group, Inc. Architectural Barriera Removal-Skiewalka Farinsworth Group Inc. Farinsworth Group Inc.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the f	following RESOLUTION and recommends
that it be adopted by the Board:	Maxwell S. Shows
	11/1/11/10
RESOLU	T I O N
WHEREAS, the County's Executive Committee rapprove the third invoice of Bishop Bros., Inc., Contract 1 – Buildings, CDBG RLF Closeout Gra \$15,903.54; and	for the ADA compliant improvements for
WHEREAS, the contract was awarded by the Tathe total amount of \$303,662.00.	azewell County Board in April 2023 for
THEREFORE BE IT RESOLVED that the County	Board approve this recommendation.
BE IT FURTHER RESOLVED that the County Cle Treasurer, the Auditor, the Finance Office, and Council Grant Consultant, Jim Cummings, of the	Greater Peoria Economic Development
PASSED THIS 28th DAY OF JUNE, 2023.	
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

Application and Certificate for Payment

11 South Fourth Street	Tazewell County ADA	nty ADA	PERIOD TO: 6/9/23	OWNER []
Pekin, IL. 61554			CONTRACT FOR: General	ARCHITECT
FROM CONTRACTOR:			CONTRACT DATE:	CONTRACTOR []
Bishop Bros., Inc	VIA ARCHITECT:	ㄸ	PROJECT NOS:	FIELD []
PC, BCX, 3834 PEORIA, IL 61612-2854				OTHER [
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract Continuation Steel All Document (5703 is attached.)	ENT with the Contract.		The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work Covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for	Intractor's knowledge, information as been completed in accordance by the Contractor for Work for
		000000000000000000000000000000000000000	which previous Certificates for Payment were issued and payments received from the Owner,	vents received from the Owner,
1. ORIGINAL CONTRACT SOM				
3. CONTRACT SUM TO DATE (Line 1 4-2)		ੋ	By: Bishop Bros., Inc. // 625	Date: 10/15/23
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	on G703)	\$ 282,827.00	State of: 111: no. v	//
5. RETAINAGE:			County of: 'See and control of the County of	-
ork			methis 15 day of 100 and 2003	
(Column D + E) on G/US)	\$ 50,282.7U	1	T	
(Column F on G703)	00:00			STEPHEN BISHOP
	22031 €	28.282.70	My Contraction of the State of the State of My Contraction of the State of the Stat	My Commission Empires Maria
		27-77-17	ARCHITECTS CERTIFICATE FOR PAYMENT	1-300 Car Management
& TOTAL EARNED LESS RETAINAGE	*	254,544.30	In accordance with the Contract Documents, based on on-site observations and the data	observations and the data
(Line 4 less Line 5 Total)			comprising this application, the Architect certifies to the Owner that to the best of the Architect's	that to the best of the Architect's
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	238,640.76	knowledge, internation and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the	s indicated, the quality of the Work ctor is antibled to payment of the
	\$	15,903.54	AMOUNT CERTIFIED.	
UDING RETAINAGE			AMOUNT CERTIFIED	\$ 15,903.7
	\$ 46,637.40		(Attach explansion if amount certified differs from the emount applied, tritial all figures on	applied, Initial all figures on
		1	this Application and on the Continuation Sheet that are changed to conform with the amount	ed to conform with the amount
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	ABCHITECTE	/ /
Total changes approved in previous months by Owner	\$ 0.00	\$ 6,813.00	By / St X Stolen	Date: 6/15/23
Total approved this Month	\$ 4,332,70 \$	00'0		
TOTALS	\$ 4,332.70 \$	\$ 6,813.00	This Certificate is not regotable, the AMOUNT CERTITIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any	s payable only to the Contractor I are without prejudice to any
NET CHANGES by Change Order	\$	-2;480.30	rights of the Owner or Contractor under this Contract.	

AIA Continuation G703

Jobid: 22025 Tazewell County ADA

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Application no.: 3
Application date: 6/15/23
Period to: 5/12/23

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<u>;</u>		Value	Application	This Period	Stored	To Date	Compi	To Finish	Retainage
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	GENERAL (BBI)	8							
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2	MeKenzie Building	2,000.00	2 000 00	· .	3	00000	3	0.00	20.00
9	Mackinaw Township	500.00	00000	0.00	0.00	2,000.00	100	0.00	200.00
17	Mackinaw Community Center	1.500.00	000	000	0.00	0.00	0	300.00	0.00
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AIA Continuation G703

Jobid: 22025 Tazewell County ADA

Application no.: 3
Application date: 6/15/23
Period to: 5/12/23
Architect's project no.:

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			WORK C	WORK COMPLETED	A Section 1	9		×	-
N O	Description of Work	Scheduled Value	From Prev. Application	Amount This Period	Presently Stored	Fotal Compt. and Stored To Date	% E-03	Balance To Finish	Retainage
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3	Marquette Height City Hall Lab	5,000.00	5,000.00		200	940,00	<u>6</u>	0.00	1 ,
R	Crave Coeur Vill Hall Mar	140 00	4	Paris i	0.00	5,000.00	100	0.00	200.00
24	Creve Coeur Vill Hall Lab		00.0	00.0	0.00	0.00	_	2,0	2
25	Maier Vil Hall an	000000	0.00	00.0	00.0	000	- C	0.00	86.6
36		640.00	0.00	640.00	000	64078	9 (00.000,1	80
2	Take Court House Mat	200.00	200.00	ç		0000	3	0.00	64.00
27	Taze Cou Court Hous Lab	2,500.00	2 500 00	On:	0.00	200.00	61	0.00	50.00
83	Taza Cou Resou Cen Mat	200:00	50000	00.0	0.00	2,500.00	100	0.00	250.00
53	Taze Cou Resou Cent Lab	1 200 00	200.00	00:0	0.00	200,00	9	 0	3000
30	Taze Cou Healt Den Mos	10.00×-	1,200.00	0.00	0.00	1.200 DO	5	}	70.00
,	Tour day to	3,000.00	3,000.00	000	6		3	80	120.00
5	laze Cou Healt Dep Lab	13,630.00	13.630.00	} ;	 B)	3,000.00	<u>6</u>	0,00	300.00
32	Amington Vill Hall Mat	3.720.00	000	DO:0	0.00	13,630.00	\$	0.00	1.363.00
33	Armington Val Half Lab	22	DO.027.6	0.00	00.00	3,720,00	8	2	
Ŗ	McKenzie Building Mat	1 00 00	9,024.00	0.00	0.00	9,024.00	8	8	372.00
S S	McKenzie Building Lab	7 280 00	1,000.00	0.00	0.00	1,000.00	0	0.00	400.00
8	Mackinaw Township Mat	220.00	7,280.00	0.00	0.00	7,280.00	흄	0.00	728.00
37	Mackinaw Township Lab	720.00	00.0	0.00	00.00	0.00	0	220.00	8
8	Mackinaw Comm Cent Mat	33000	90.0	0.00	0.00	0.00	•	720.00	3 6
8	Mackinaw Comm Cent Lab		3,300,00	0.00	0.00	3,300.00	<u></u>		3
-		7,050.00	7,050.00	0.00			3	0.00	330.08
 }	Hitle Township Mat	1,440.00	1,440.00	- 5	8 6	00.080.7	5	0.00	705.00
-			****	200	00.0	1,440.00	8	0.00	14.00
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<u>§</u>	CASCADURAL OF WORK	Scheduled	From Prev. Application	Amount This Period	Stored Stored	and Stored To Date	Compl.	Balance To Finish	Retainage
4	Hitte Township Lab				(Oman)	(O+F)	Page 1	('Jek')	(Prev.)
\$	Delavan City Hall Mat	0,048,00	8,648.00	0.00	00.0	8,648.00	8	6	
		220,00	0.00	220.00	5			0.0	864.80
4.	Delavan City Hall Lab	720.00			3	00.022	<u>6</u>	0.00	22.00
4	DOORS & HARDWARE (S&S)	8		720.00	9.00	720.00	5	0.00	72.69
.	Creve Coer Vil Hall	1875 00	0.00	0.00	0.00	0.00	0	0.00	8
46	Miner Vill Hall	1 864 On	1,875,00	00:00	0.00	1,875.00	96	0.00	187 65
4	McKenzie Building	00°-10°-10°-10°-10°-10°-10°-10°-10°-10°-	1,864,00	0.00	00.00	1,864.00	8	2	3
•		2,750.00	2.750.00	0.00	6	20000		3	186.40
5 •	Mackingth (ownship	1,893.00	1,893.00	5		2,730.00	8	0.0	275.00
4 €	Armington Vill Hall	516.00	718 O	300	0.00	1.893.00	ğ	0.00	189.30
8	Mackinaw Comm Center	1,424,00	424.50	0.00	0.00	516.00	5	0.00	51.60
ž.	Taze County Heath	2,353,00	00.424.)	0.00	00.00	1,424.00	5	0.00	142.40
25	Hittle Township	1 424 00	D0.000.7	0:00	0.00	2,353.00	100	0.00	235 30
	Delavan City Hall	200	1,424.00	0.00	0.00	1,424,00	96	0.00	142 40
Z	OPERATORS (S&S)	9	0.00	1,679.00	0.0	1,878.00	00	0.00	487.08
क्ष	Creve Coeur Vill Hall	2.500.00	0.00	00.00	0.00	0.00	0	800	200
8	Minier Vill Hall	2.500.00	0.00	0.00	0.00	0.00	0	2,500.00	3 6
21	Makenzle Building	00:000.01	0.00	2,500.00	0.00	2.500.00	100	08.0	250 00
28	Mackinaw Township	2,500.00	10,000.00	00:00	0.00	10.000.00	\$	800	1.000.00
59	Delavan City Hall	2.500.00	0.00	0.00	0.00	00.00	0	2,500,00	000
<u>0</u>	PARTITIONS (S&S)	8	00.9	2,500.00	00.0	2,500.00	99	0.00	250.00
			3	0.00	00:00	0.00	0	0.00	00.0
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Magnetie Heights City Hall 1,143.00 1,143.00 0,00	ક	ACCESSORIES (S&S)	000	6,733.00	0.00	0.00	6,733.00	1 8	8	07 17 G
1,143.00 0.00 1,143.00 1,143.00 0.00 1,143.	8	Marguelte Heights City Hall	1143 00	00:0	00.0	00:00	0.00	0	9	05.50
Taze County Resource 340.00 1,048.00 0.00 0.00 0.00 1,048.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	67	Mackinaw Comm Center	070	1,143,00	0.00	0.00	1,143.00			B .
Taze County Health 1,504.00 <td>8</td> <td>Taze County Resource</td> <td>00.000</td> <td>1,048.00</td> <td>00:00</td> <td>0.00</td> <td>1,048.00</td> <td><u> </u></td> <td>3</td> <td>114.30</td>	8	Taze County Resource	00.000	1,048.00	00:00	0.00	1,048.00	<u> </u>	3	114.30
Hiller Township 1,132,00	8	Taze County Health	280.00	340.00	00:00	0.00	340.00	3 8	9 6	104.80
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fittle Township Mat 650.00	11	Armington Vis Hall Lab	775.00	650.00	0.00	0.00	650.00	100	3 6	300.00
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Adckinzw Cam Cen Mat 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,440.00 1,00 1,440.00 1,0		Mckenzie Build Mat	160.00	452.00	00:00	0.00	1,170.00	\$	80	117.00
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fackinaw Town Half Mat 70.00 0.00 0.00 0.00 3.690.00 100 7 fackinaw Town Half Lab 630.00 0.00 0.00 0.00 0.00 0.00 0 7 25,700.00 25,700.00 23,600.00 700.00 700.00 23,600.00 700.00 0.00 0.00 0 63		Mackinaw Com Cen Lab	3.690.00	00000	000	00.0	410.00	90	0.00	41.00
Tackinaw Town Half Lab 630,00 0.00 0.00 0.00 0.00 0.00 0 7 25,700.00 23,600.00 700.00 700.00 700.00 0.00 0.00 0 63		Mackinaw Town Hab Mat	20.00	Ograeore	00.00	0.00	3.690.00	ş	0.00	200
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0.00 282,827.00 94 18.354.70			301 181 70							****
			001,101,10	265,156.40	17.670.60	Ĺ	282,827.00	3	18.354.70	20,000

Partial Release of Lien

That the undersigned, for and in consideration of the paymer Tazewell County	receipt of which to heather advantage	
and assigns, and		
the owner, all liens, lien rights, claims or demands of any kind the building on premises legally described as:		
Tazewell County ADA		
on account of labor performed and/or material furnished for the labor and materials used by the undersigned in the erection of	e construction of any improvements per attached proposal. That all said improvements have been fully paid for.	
IN WITNESS WHEREOF,		
I have hereunto set my hand seal this fifteenth day of June in t	he year two thousand and twenty three	
WITNESSES:	Bishop Bres. Inc.	
	Good upon receipt	
State of Illinois	, ·	
County of Peoria		
I hereby acknowledge that the statements contained in the foreg	olng Release of Lien are true/and correct.	
	Ву:	
Sworn to and subscribed before me this	June 202320	
My Commission expires: <u> /・ ス・ス イ</u>	STEPHEN BISHOP NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires November 12, 2024	
•	Notary Public State of Illinois	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board: Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board: RESOLUTION WHEREAS, the County's Executive Committee recommends to the County Board to authorize the acquisition of 1800 Broadway Street, Pekin, Illinois and the two vacant lots to the east: and WHEREAS, Tazewell County will leaseback approximately 2,400 square feet of the building to Carle Foundation, Inc.; and WHEREAS, the terms are defined in the agreements. THEREFORE BE IT RESOLVED that the County Board approve this purchase and authorize the Board Chairman to execute any real estate documents necessary to complete the transactions. BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Supervisor of Assessments, the Finance Office, the Treasurer and the Auditor of this action. PASSED THIS 28th DAY OF JUNE, 2023. ATTEST: Tazewell County Clerk Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board: Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board: **RESOLUTION** WHEREAS, the Executive Committee recommends to the County Board to maintain the existing precinct boundaries and polling locations. THEREFORE BE IT RESOLVED that the County Board approve this recommendation. BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, the Election Division, and the Chairmen of each political party of this action. PASSED THIS 28st DAY OF JUNE, 2023. ATTEST: Tazewell County Clerk Tazewell County Board Chairman

REAPPOINTMENT

	COMMIT	TEE REPORT
TO: FROM:	Tazewell County Board Executive Committee	
This Comic County Bo	nittee has reviewed the reappoint pard of Health and we recommend	ment of David Dingledine to the Tazewell I said reappointment be approved. Down John Stone Och w. John Stone Manual S. Sahina
	RESOLUTION	N OF APPROVAL
	well County Board hereby approve County Board of Health.	s the reappointment of David Dingledine to the
The Coun notify the	ty Clerk shall notify the County Bo Administrator of the Tazewell Cou	ard Office and the County Board Office will unty Health Department of this action.
PASSED T	THIS 28th DAY OF JUNE, 2023.	
ATTEST:		

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reap	point
Dr. Adam Sturdavant of 227 N. Pennsylvania Avenue, Morton, IL to the Tazewell Co	unty
Board of Health for a term commencing July 01, 2023 and expiring June 30, 2026.	

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Dr. Adam Sturdavant to the Tazewell County Board of Health and we recommend said reappointment be approved.

RESOL	NOITU	OF APP	ROVAL

The Tazewell County Board hereby approves the reappointment of Adam Sturdavant to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 28th DAY OF JUNE, 2023.

ATTEST:

Tazewell County Clerk Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Valerie Fehr, 11884 Wagonseller Road, Pekin, IL to the Zoning Board of Appeals for a term commencing July 01, 2023 and expiring November 30, 2026.			
COMMITTE	EE REPORT		
TO: Tazewell County Board FROM: Executive Committee			
This Committee has reviewed the appointment Appeals and we recommend said appointment appointment appears and we recommend said appointment appears are appears and appears are appears are appears and appears are appears are appears are appears and appears are appears are appears and appears are appears are appears are appears and appears are appears are appears and appears are appears are appears are appears are appears and appears are appears are appears and appears are appears are appears and appears are appears are appears are appears and appears are appears are appears are appears are appears and appears are appears are appears are appears and appears are appears are appears are appears and appears are appears are appears and appears are appears are appears are appears and appears are appears ar			
RESOLUTION	OF APPROVAL		
The Tazewell County Board hereby approves tooling Board of Appeals.	the appointment of Valerie Fehr to the		
The County Clerk shall notify the County Boar action.	d Office and Community Development of this		
PASSED THIS 28th DAY of JUNE, 2023.			
ATTEST:			
Tazewell County Clerk	Tazewell County Board Chairman		



Tazewell County Board Calendar of Meetings July 2023

Zoning Board of Appeals Duane Lessen, Chair	Monday, July 3 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Krehbiel, Nelms, Sinn, Smith
Independence Day Holiday	Tuesday, July 4	County Offices Closed
Rules Bill Atkins, Chair	Monday, July 10 4:15pm-Jury Room	Crawford, Harris, Proehl, Smith
Land Use Kim Joesting, Chair	Tuesday, July 11 5:00pm – Jury Room	Crawford, M. Goddard, Hall, Krehbiel, Nelms, Sinn, Smith
Insurance Review David Zimmerman, Chair	TBD	S. Goddard, Mingus, Rich-Stimson
Health Services Jay Hall, Chair	Thursday, July 13 5:30pm – TCHD	S. Goddard, Hagaman, Longfellow, Paget, Sinn, Smith
Transportation Greg Menold, Chair	Tuesday, July 18 1:30pm - Tremont	Crawford, Deppert, Hall, Harris, Paget, Proehl, Nelms
Property Greg Longfellow, Chair	Tuesday, July 18 3:30pm – JCCR	Atkins, M. Goddard, Graff, Hagaman, Joesting, Mingus, Rich-Stimson, Schneider
Finance Nick Graff, Chair	Tuesday, July 18 following Property – JCCR	Atkins, Deppert, S. Goddard, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Human Resources Tammy Rich-Stimson, Chair	Tuesday, July 18 following Finance – JCCR	Atkins, Deppert, S. Goddard, Graff, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Schneider
Risk Management David Zimmerman, Chair	Wednesday, July 19 4:00pm – Jury Room	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Executive David Zimmerman, Chair	Wednesday, July 19 following Risk Management	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Board of Health	Monday, July 24 6:30pm - TCHD	Hall
County Board	Wednesday, July 26 6:00 pm – JCCR	All County Board Members