

Tazewell County Board
James Carius Community Room
Wednesday, ~~January 30, 2019~~

FEBRUARY 06, 2019

David Zimmerman, Chairman of the Board
Tim Neuhauser, Vice-Chairman of the Board



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TAZEWELL COUNTY BOARD

James Carius Community Room
Wednesday, ~~January 30, 2019~~ - 6:00 p.m.
FEBRUARY 06, 2019

David Zimmerman - Chairman of the Board
Tim Neuhauser - 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. In-Place Human Resource Committee meeting
- F. Approve the minutes of the November 14, 2018 County Board Proceedings and the December 03, 2018 County Board Proceedings Re-Organizational Meeting
- G. Consent Agenda:

Land Use:

- LU-19-01 1. Approve Case No. 19-01-A: Amendment 53

Health Services:

- HS-19-01 2. Approve Policies and Operating Procedures for Animal Control Staff

Transportation

- T-19-01 3. Approve purchase of new pickup truck for Highway Department

Property:

- P-19-01 4. Approve the sale of a used pressure washer

Finance:

- F-19-01 5. Approve meal reimbursement claim in excess of current policy
F-19-02 6. Approve transfer request for Community Development

Human Resources:

- HR-19-04 7. **Approve replacement hire in the County Clerk's office**
- HR-19-05 8. **Approve replacement hire in the County Clerk's office**
- HR-19-01 9. **Approve replacement hire in the Sheriff's Department**
- HR-19-02 10. **Approve replacement hire in Court Services**
- HR-19-03 11. **Approve replacement hire in the Highway Department**
- HR-19-06 12. **Approve replacement hire in the County Clerk's office**
Upon approval of In-Place meeting

Executive:

- E-19-26 13. **Approve the recommendation by the State's Attorney on the six month review**
of the Executive Session minutes and recordings
- E-19-22 14. Approve the County Delinquent Tax Resolution
- E-19-25 15. Approve hours of operation for the Recorder of Deeds Division
- E-19-28 16. Approve the Letter of Agreement with Tri-County Regional Planning
Commission for project manager for aerial photo project
- E-19-29 17. Approve the contract with Pictometry International Corp. for updated aerial
photography
- E-19-30 18. Approve GIS fees to all assessment jurisdictions
- E-19-31 19. Approve Intergovernmental Agreement with the Village of Creve Coeur to
update digital orthophotography
- E-19-32 20. Approve Intergovernmental Agreement with the City of Delavan to update
digital orthophotography
- E-19-33 21. Approve Intergovernmental Agreement with the City of East Peoria to update
digital orthophotography
- E-19-34 22. Approve Intergovernmental Agreement with the City of Marquette Heights to
update digital orthophotography
- E-19-35 23. Approve Intergovernmental Agreement with the Village of Morton to update
digital orthophotography

- E-19-36 24. Approve Intergovernmental Agreement with the City of Pekin to update digital orthophotography
- E-19-37 25. Approve Intergovernmental Agreement with the City of Washington to update digital orthophotography
- E-19-28 26. Approve lease agreement with Green Key Solar

Appointments/Reappointments

- E-19-01 a. Reappointment of Greg Sinn to the Tazewell County Board of Health
- E-19-02 b. Reappointment of Joe Wolfe to the Manito Area Regional Economic Development (MARED)
- E-19-03 c. Reappointment of Greg Sinn to the Tazewell County Extension Board
- E-19-04 d. Appointment of Toni Minton to the Tazewell County Extension Board
- E-19-05 e. Reappointment of Carroll Imig to the Tazewell County Extension Board
- E-19-07 f. Appointment of William Atkins to the Tri-County River Valley Development Authority (TCRVDA)
- E-19-08 g. Reappointment of Carroll Imig to the Mackinaw Valley Water Authority
- E-19-06 h. Appointment of Nancy Proehl to the Tazewell County Farm Bureau
- E-19-09 i. Reappointment of Seth Mingus to the Tri-County Regional Planning Commission Board
- E-19-10 j. Reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission Board
- E-19-11 k. Appointment of Joe Wolfe to the Tri-County Regional Planning Commission Board
- E-19-13 l. Reappointment of Greg Menold to the Tri-County Regional Planning Commission Board
- E-19-14 m. Reappointment of Timothy Neuhauser to the Tri-County Regional Planning Commission Board
- E-19-15 n. Reappointment of Sue Sundell to the Tri-County Regional Planning Commission Board
- E-19-12 o. Reappointment of Nancy Proehl to the Tri-County Regional Planning Commission Board
- E-19-16 p. Reappointment of Nick Graff to WeCare
- E-19-24 q. Appointment of Johnny Platt to the Emergency Telephone System Board
- E-19-20 r. **Appointment of Timothy M. Gillespie to the Sheriff's Merit Commission**
- E-19-21 s. **Appointment of Peter Kalman to the Sheriff's Merit Commission**
- E-19-23 t. Reappointment of Bryan DeSutter to the Hickory Grove Drainage & Levee District
- E-19-27 u. Reappointment of Don Edie to the Board of Review

H. Unfinished Business

I. New Business

- J. Review of approved bills
- K. Approve the February 2019 calendar
- L. Recess to February 27, 2019

TAZEWELL COUNTY LAND USE COMMITTEE
SUMMARY OF COMMITTEE AGENDA
TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON
January 8, 2019

LU-19-01

Case No. 19-01-A: Amendment 53

ZBA recommended approval. **Land Use** concurred.

**COMMITTEE REPORT
LU-19-01**

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

<u>Steve Sandell</u>	_____
<u>[Signature]</u>	_____
<u>[Signature]</u>	_____
<u>Kim Gresham</u>	<u>Monica Connett</u>

R E S O L U T I O N

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

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for said Amendment be approved by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this resolution;

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

Adopted this _____ day of _____, 2019.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

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

Proposed Amendment No. 53
(Zoning Board Case No. 19-01-A)

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

WHEREAS, a public hearing on said Amendment was held January 2, 2019, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

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

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

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

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

SECTION 1. DISTRICT REGULATIONS

§157.052 - HOME OCCUPATIONS

(Add the following new language as bolded)

- (L) Permits for all Home Occupations shall be renewed on an annual basis and a fee shall be paid in accordance with §157.601 Fees Charged for Building Permits. At the time of annual renewal of the permit, the Community Development Administrator shall verify that the home occupation continues to meet the standards as set forth in this section and may inspect any home occupation to verify such compliance.**

SECTION 2. BUILDING PERMIT**§157.559 (11) APPLICATION FOR A BUILDING PERMIT**

(Remove the language as stricken and add the language as bolded and underlined)

- (11) If the permit is for a single-family or two-family dwelling, additions to dwellings, ~~or for a residential accessory structures and additions to,~~ **or a residential accessory dwelling** three (3) full sets of building plans and specifications with square footage listed.

§157.562 FEES

(Add language as bolded and underlined)

The applicant shall pay all costs associated with the application for a building permit pursuant to §154.011 for all **residential**, commercial, industrial, institutional and multi-family projects defined therein. The fee shall be paid to the Community Development Department at the time of filing the application.

§157.565 EXPIRATION OF A BUILDING PERMIT

(Remove the language as stricken and add the language as bolded and underlined)

- (2) **The building permit shall immediately expire from the date of permit issuance if the work is not completed within a period of: two (2) years for a new principal structure, six (6) months for a swimming pool, and one (1) year for all other work as authorized by the building permit.** ~~A building permit shall immediately expire if the work is not completed within two (2) years from the date of issuance. A written notice thereof, shall be given to the applicant together with notice that no further work shall proceed until a new permit shall have been issued. The Community Development Administrator may grant only one (1) renewal of a building permit not to exceed a two (2) year period. A building permit that has been renewed and is not completed within the additional two (2) years, shall be subject to enforcement procedures found in Article 36.~~

SECTION 3. FEE SCHEDULE

§157.600 FEES CHARGED FOR BUILDING PERMITS

(Add the following new language as bolded and renumber accordingly)

§157.600 (B) (2) Home Occupations Annual Renewal: \$45.00

is hereby granted.

WHEREAS, this amendatory ordinance shall take effect February 1, 2019, upon passage as provided by law.

PASSED AND ADOPTED this _____ day of _____, 2019.

Ayes _____ Nays _____ Absent _____

Chairman
Tazewell County Board

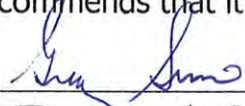

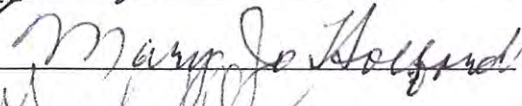
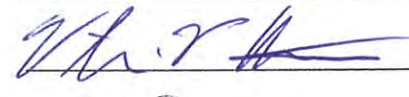
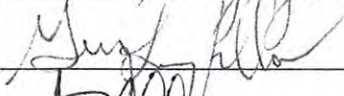

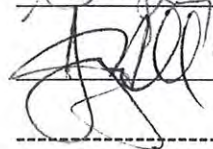
ATTEST:

County Clerk
Tazewell County, Illinois

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	
	
	_____
_____	_____

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to County Board to adopt written policies and standard operating procedures for use by our employees at Animal Control; and

WHEREAS, the Health Services Committee will continue to review and recommend adoption of written policies and procedures encompassing all duties and responsibilities of Tazewell County Animal Control; and

WHEREAS, the Health Services Committee recommends the adoption of the attached Policies on Animal Adoption, Animal Handling, Animal Bites and Confiscation of Animals.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Director of Animal Control of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County

Animal Control

Animal Adoption Policy

The animals placed for adoption are owned by the Tazewell County, it is our goal to seek permanent, responsible homes for them. Acting as temporary guardian of an animal and making a determination about adoption placement is a difficult task. Staff must be able to appropriately screen potential adopters and educate them as potential pet owners.

One of the most important components of animal adoption is helping people become good pet owners regardless of whether or not they will be denied adoption at the shelter. Acting in the best interest of the animals does not require irritating or being unfriendly to the public. A good adoption facility treats potential adopters with respect and consideration. Anyone wanting to adopt an animal must be carefully screened; however any decision whether to adopt or not adopt an animal must never be influenced or determined by a person's race, sex, color, nationality, or area of residence.

Tazewell County Animal Control adoptions are based upon the following principles:

- If given the right information in the right way, most people can become good pet owners.
- Once a person decides to get a pet, they are liable to get one somewhere else if they are denied at our facility.
- Anyone taking the time to come to an animal shelter to adopt a pet when so many pets are available free in the community deserves to be given every consideration. Giving every consideration does not mean giving a pet to every potential adopter. It simply means treating the person with respect and paying attention to their current situation in life.

Anyone seeking to view the animals for adoption may do so during our normal operation hours 8:00 AM - 4:00 PM, Monday through Friday. Notify potential adopters that many of our adoptable animals can be viewed on our Facebook Page or Pet Finder. Even though potential adopters may interrupt our normal routine it is important to give everybody the some consideration at any given time of day.

When someone arrives to view the animals, an adoption information sheet is made available to them as well as directions to the different kennel sections. Office staff can answer questions about particular animals but will have a kennel staff member to assist the potential adopter in viewing the animals outside of the kennel. The animal should be viewed out of the cage before an adoption application is completed. After completion of the application, the kennel staff member will review the application and bring any concerns to the attention of the potential adopter. All potential adopters must complete an adoption application and have a conversation about adoption with a TCAC staff member or licensed foster home volunteer.

Kennel staff should communicate any concerns with the potential adopters. It is necessary to keep the people from feeling defensive, keeping them open and honest, and enthused about

getting a pet from the shelter. Once a potential adopter has made a decision to get a pet, they will probably get one even if we refuse them. It is better to educate that potential pet owner to the needs and requirements of having an animal rather than refuse the adoption only to have them get an animal somewhere else.

Upon completion of the adoption application, the staff will conduct the interview and discuss the following subjects in an effort to educate as much as possible prior to the pet going home. Remember, keep it conversational and informational.

1. We're looking for lifelong homes for the animals. Stress the probable life span of the pet to the adopter.
2. Always review all we know about the animal with the adopter during the introduction process - any information left by the previous owner, anything we've observed, any medical or health information we have, etc.
3. If an animal shows aggressive behavior during an adoption, the staff person should remove the animal immediately and steer the adopter to a different pet.
4. All adopted animals must be sterilized. Absolutely no exceptions to this policy will be made. It is important to stress to potential adopters that this is not an option and is required by law and shelter policy.
5. Animals are adopted as companion animals only. No dogs will be placed as guard dogs.
6. No cats will be placed as outdoor animals or into homes in which the animal be allowed outdoors unrestrained and unsupervised. The Tazewell County Code and many local ordinances require pets remain on their property at all times unless restrained. Many dangers are waiting for cats that run at large and responsible pet owners will keep their cat confined at all times.
7. All animals in an applicant's home must be vaccinated against rabies and registered in the county they live in (some counties may not require registration on all pets). We enforce this ordinance and it would be negligent to release another pet to a home that was already in violation of the law. The applicant may vaccinate and register their pet(s) that are not up to date, and the adoption can then proceed.
8. We will not place an animal into a home if a potential adopter is giving up another pet to get this one.
9. Only dogs suited for the outdoors will be placed as outdoor animals.
10. If the property is not owned by the applicant, then approval from the owner of the property is necessary to release the pet. If the property is being purchased contract-for-deed, the owner of record must give approval for the pet. Kennel staff calls the landlord rather than having the landlord call the shelter. Written approval can be accepted subject to approval of the Director. **NO ADOPTION APPLICATION CAN BE APPROVED WITHOUT LANDLORD APPROVAL.**
11. No pets will be adopted as gifts. The person the pet is intended for must see the pet before

it goes home. This can be explained by asking if the adopter would like a pet to be chosen for them by someone else. The pet will be a companion for probably 10-15 years and should be chosen by the recipient. Exceptions can be made for parents adopting an animal for their minor children.

12. If an applicant appears to be drunk or under the influence of drugs notify the Director. The applicant will be asked to return another time.
13. No pets will be adopted into a situation where staff feels the applicant is being dishonest about having any sort of relationship with the previous owner of the pet. If the applicant is upfront and honest and states that it is their intention to keep the pet as their own they may be approved.
14. Check ShelterPro for any previous information on the applicant. If an applicant has a record in the past for nuisance or dangerous animals, biting animals, cruelty or neglect reports, or numerous citations/impoundments, see the Director for approval.
15. Anyone who has relinquished an animal to the shelter must receive approval from the director prior to adoption; unless the animal was relinquished for euthanasia due to old age, poor health, or extremely aggressive behavior, the adoption may be refused.
16. If an adopter or family member displays provocative or aggressive behavior toward an animal, the adoption may be refused.

Upon completion of the adoption:

- A. Inform the adopter of the day the animal will be released. Animals may be picked up during our normal business hours Monday through Friday.
- B. All dogs and cats will be sterilized prior to release from the shelter. Upon completion of the application and interview, the animal will be examined and food/water withheld the night prior to the scheduled spay/neuter surgery. The adopter is asked to pay before the animal is transported for the surgery. The animals are taken to the veterinarian first thing in the morning and return to the shelter that same afternoon. The animals may be picked up at any time during the following day barring complications.
- C. If an adopter wants to have other medical procedures done at the same time as the surgery (de-clawing, teeth cleaning, etc.), we must arrange for the animal to be transported to the veterinarian (in Tazewell County) for sterilization and surgery. The owner may then pick the animal up from the veterinarian. The adopter pays us, signs the contract, and we will transport at the scheduled time. The adopter must pre-pay the scheduled veterinarian office for the additional procedures before the animal is transported for surgery.
- D. The new owner must have the animal examined by their veterinarian within 10 days of adoption to ensure the animal is healthy, obtain any necessary vaccinations, and suture removal if applicable.
- E. Special circumstances may sometimes interfere -- these should be discussed with the Director. It is not a good idea to allow more than a few days for an animal to be picked

up. The longer an animal's stay at the shelter, the greater the possibility he/she could contract an illness.

- F. The adopter should be given a receipt for the paid adoption at the time payment is accepted. The adoption fee must be paid prior to scheduling the animal for sterilization.
- G. Always try to have the paperwork prepared prior to the adopter's arrival. Explain the contract, ask that they read it completely and sign it, and explain the medical records.
- H. Suggest they take all paperwork with them to the veterinarian. Give the adopter any gifts/donations that are available and explain the information about registering the microchip and activating the 30 day free pet health insurance.
- I. Thank them for adopting and encourage them to call if they have problems or questions.

Tazewell County

Animal Control

Animal Handling Policy

As Tazewell County's animal welfare agency, it is imperative that animals in our care be handled and treated in the most humane and safe manner possible. We are entrusted with lost, unwanted, and abandoned animals, we must be above reproach in regard to our handling of them.

Shelter employees are directed to handle every animal encountered in a safe and humane manner, using only the required amount of restraint necessary to safely accomplish the task intended. Animals respond best to slow, measured movements and to calm, low tones in voices. Each employee should be familiar with common behavior and typical signs of stress in animals to assess the best method of handling a particular animal. Control equipment should be used only as intended and directed by the manufacturer when required. These tactics will ensure proper and humane treatment of the animals in our care.

Shelter employees are directed to not unnecessarily restrain, correct, hit, kick, or otherwise abuse any animal in their care. Beating, hitting, kicking, or tormenting animals is inhumane and illegal under state law. Mishandling or abusing the animals in our care presents a liability to the shelter and the county both legally and in the arena of public opinion. These actions will not be tolerated, and any employee who is found to have mishandled or abused any animal will be disciplined up to and including termination. If you have any questions about proper restraint, equipment, or animal behavior, ask for assistance.

Tazewell County

Animal Control

Animal Bites

Investigating reported animal bites occurring within Tazewell County is the most important function of Tazewell County Animal Control. The primary purpose of the bite investigation is to determine the possibility of rabies occurring in the biting animal. Any time the skin is broken in animal/human contact, the possibility of the transmission of rabies exists. It is the responsibility of this division to ensure proper quarantine of the animal involved and verify required inoculation and registration. Failure to pursue bite investigations correctly and in a timely manner not only exposes the victim of the bite to possible post-exposure rabies treatment but also leaves the animal control department subject to liability. Any bite investigation should be considered a priority and receive the highest diligence in investigation.

A secondary purpose is to determine if the animal involved poses a threat to the safety of the community. Severe injuries, injuries to the face, multiple bite locations, or repeated biting incidents may mean the animal should be declared dangerous under the Illinois Animal Control Act and local ordinance.

Bite reports may be received in a variety of ways (phone, mail, fax, dispatch, etc.). When a citizen calls TCAC to report a bite an administrative staff person will complete a bite report and notify the Director and/or Animal Control Officers that a bite needs investigated. It is vital that all sections of the bite report be completed, paying close attention to the owner information section, how the bite occurred, and the severity and description of the wound received. This information is needed to determine appropriate quarantine as well as for dangerous dog assessment.

Whenever a call is received at the shelter that an animal has bitten a person and is running at large, an animal control officer is dispatched immediately. All of the information should be gathered while the caller is on the phone if possible. If a bite report has not been completed by the time the officer arrives on the scene, it is imperative that it be taken upon arrival. An officer should never leave the scene without a completed bite report.

The following steps should be taken in investigating any bite report:

1. Enter the bite report into Shelter Pro and record the bite number on the report in the upper right hand corner.
2. If the biting animal is a stray, the animal should be impounded immediately and placed under quarantine at the shelter. The animal is held for a 10 day bite quarantine period and examined by the veterinarian on rotation as soon as possible and again 10 days from the date of the bite. If no owner is located the animal shall be euthanized. Given the circumstances of the bite, bite animals can be placed for adoption or transferred to a rescue shelter with **approval from the Director**. The bite must be disclosed to the person adopting the dog or the facility transferring in the dog. Complete the entry of bite report information in Shelter Pro and file the bite in the appropriate folder.

3. If the animal is running at large and cannot be found make contact with the victim. Notify the victim to contact us immediately, at any time, if they see the animal again. For biting cats, live traps shall be set at the location of the bite and checked on daily. A good description of the animal involved should be taken from the victim and recorded on the bite report. The bite report remains open until 10 days pass from the date of the bite.
4. If the animal is owned, establish the owner's name, address, and phone number immediately. The officer should check Shelter Pro to determine if this is the animal's first bite and the vaccination status. Contact the owner to determine if the animal is currently vaccinated if no record is found.
 - A. When an animal is currently vaccinated against rabies, it may be quarantined in the owner's home under specific conditions. The quarantine procedures are explained to the owner verbally, and quarantine procedures sheet is mailed, it must be verified with the owner that they understand that the animal is under quarantine. If, at any time, quarantine procedures are violated, the animal is immediately impounded for the remaining quarantine period at the animal shelter and the owner is issued a citation for failing to follow bite quarantine procedures. If a 2nd bite occurs while the animal is under quarantine the 10 days start over from the date of the most recent bite. Upon verification of quarantine, the bite report is updated and the bite is placed in the appropriate folder.
 - B. When an animal is not currently vaccinated against rabies, it must be quarantined at the animal shelter or at a veterinarian office for the 10 day period. The owner is given four hours to bring the animal to the shelter or veterinarian. Should the veterinarian be the choice for quarantine, the officer will verify the animal is at the clinic by the deadline given and bite release paperwork will be faxed to the veterinarian office as well as mailed to the animal owner.
 - C. If an owner fails to bring the animal in for quarantine as required, the animal is impounded and a citation is issued for failing to quarantine. The officer handling the bite should immediately notify the Director if an animal isn't placed under quarantine as directed.

The cost of quarantine must be paid prior to redeeming the animal from the shelter. The owner is charged according to current shelter fees and must pay a deposit of ½ of the fees within 3 days of impoundment. This deposit ensures the animal will be vaccinated on the tenth day. Without a deposit the animal is not vaccinated. The owner must pay the balance on the 10th day of quarantine so the animal can be reclaimed. Without payment or contact, the animal can be euthanized. Make sure to notify owners of this policy, no additional boarding will take place beyond the 10th day.

Upon verification that quarantine is completed, the bite report is updated in Shelter Pro. The report can then be filed in folder in the file cabinet. Bite reports are filed by the month of the release date. Once statistics are compiled at the end of the month bites are filed by the date of occurrence.

Exceptions to the quarantine procedures include an animal bite to a family member where the animal is not currently vaccinated or if it is a nursing mother. With **Director approval**, the

animal may be quarantined at home under the same conditions as a vaccinated animal. This approval will not be given should circumstances suggest that quarantine procedures cannot or will not be followed, if the animal's behavior is aggressive, or if the animal has bitten before. The owner shall receive a citation for failure to inoculate and register if an exception is made to allow an unvaccinated animal to be quarantined at home.

If the owner does not want the animal any longer, it must be relinquished to the shelter for euthanasia and quarantined for the 10 day period. The owner shall pay the appropriate euthanasia fees in addition to any citations. **Under no circumstances can the animal be given away, sold, traded, or disposed of during the quarantine period other than being relinquished to the animal shelter.**

Problem Bite Reports

Any bite that presents a problem for the investigating officer should be brought to the attention of the Director **immediately**. When attempting to contact the owner of a bite animal, a note is left at the address **each day** until the owner responds. More than one attempt should be made each day to reach the owner.

Recordkeeping

The bite report is first logged into Shelter Pro so that a bite number is generated. The original copy is maintained as a permanent record at the shelter and retained for 5 years. Once the bite report is entered into Shelter Pro a copy is printed to file at the Health Department, bite reports are sent to the Health Department on a monthly basis.

The bite report folders are maintained in the Director's office and bite reports remain in these until the quarantine period has passed. When under quarantine, the bite report is filed under "Home Quarantine", "TCAC/Veterinarian", "Stray", or "Rabies Specimen Sent to Lab". When an owner is delinquent in sending the bite release form back the bite is placed in the "Delinquent" file.

Incoming Bite Animals

Stray

Stray animals that have bitten are signed into the appropriate kennel number in Shelter Pro and a red dot is placed on the cage card. The Current Status in the upper right hand corner of the Case screen should read Bite Quarantine. The bite report is placed in the "TCAC/Veterinarian" file. The cage card is placed on the animal's cage immediately. The animal is quarantined for the 10 period and then euthanized, in most situations.

Owned - Quarantine

Owned animals that are quarantined at the shelter are signed in by the following manner:

- ◆ Sign into the appropriate kennel on Shelter Pro. In upper right hand corner of the Case screen choose ***Bite Quarantine*** as the current status. Enter any other information in *Notes*

- ◆ Attach the owner in the Owner at Intake section making sure address and phone number is correct.
- ◆ A red dot is placed on cage card to indicate that it is a biter. A green dot is placed to indicate that it is owned. Place a black dot on card if caution should be used around the animal. The card is immediately placed on the animal's cage.
- ◆ The bite report is filed in "TCAC/Veterinarian" folder.
- ◆ A form recording quarantine fees is completed and the owner is given 72 hours to bring in the ½ of the quarantine fee as a deposit. The balance is due on the date the owner reclaims the animal.
- ◆ When the owner pays the deposit, a receipt is completed recording the deposit toward the bite quarantine portion of the fee.

Owned - Request Euthanasia

- ◆ Sign into the appropriate kennel on Shelter Pro, Euthanasia Request Bite is entered as the Intake Reason. Attach the owner in the Owner at Intake section making sure address and phone number is correct.
- ◆ Place a red dot on cage card and black dot (if aggressive). The cage card is placed immediately on the animal's cage.
- ◆ The bite report is placed in the "TCAC/Veterinarian" Folder.
- ◆ The owner is charged a fee for euthanasia of a bite animal. These fees may be billed to them if they are unable to pay at that time.

If the owner chooses to have the animal euthanized by their private veterinarian, we must make sure the rabies specimen is sent to the University of Illinois for testing. Follow up with the veterinarian to obtain results of the lab test. The owner is responsible for the rabies submission fees.

Tazewell County

Animal Control

Confiscation of Animals

Enforcement of the Tazewell County Code, especially those sections referring to dogs running at large, the rabies inoculation and registration requirement, is an important part of the animal control department. Animal control officers handle a variety of calls for service daily and must be familiar with city, county, and state laws that govern animals so that violations can be recognized when they occur. Consistent and fair enforcement of all ordinances is one of the most important elements of animal and rabies control.

In some cases, issuing a citation is neither feasible nor productive. In those situations, Animal Control Officers may impound the animal(s) of the offending pet owner under certain circumstances:

1. If the animal has bitten a person and is not vaccinated against rabies.
2. If the animal has bitten a person, and the owner is not on site to confine the animal.
3. If the animal has bitten a person severely, or the victim dies because of the attack.
4. If the animal is in distress from lack of care including failure to provide food, water, shelter, or medical care. (Examples include an animal locked in a hot car, a pet left without water, an animal without proper access to shade or shelter, or an animal exhibiting symptoms of neglect or distress.)
5. If the animal is confined or restrained on vacant property with no evidence of ownership.
6. If the owner has received citations before for failure to inoculate and register, and the animal remains unvaccinated.
7. If no one will claim ownership or provide identification for an unvaccinated animal.
8. If the resident cannot show proper proof that animal is their property (in cases of contested ownership).

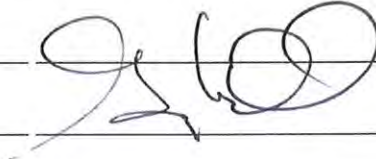
Notify the owner that animal was confiscated by leaving a door hanger on each door. Note that they must make arrangements to redeem the animal within seven business days.

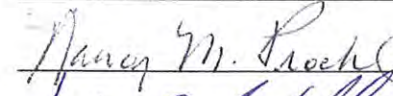
Officers may inform the owner they must pay all fees to reclaim the pet. Owners should call the Tazewell County Animal Control office for a correct total of their impoundment fees.


COMMITTEE REPORT

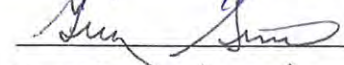
Mr. Chairman and Members of Tazewell County Board:

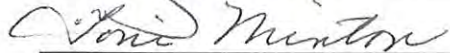
Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

_____ 

_____ 

_____ 

_____ 

_____ 

RESOLUTION

WHEREAS, the Transportation Committee received bids for one new Pickup Truck through the State of Illinois CMS comprehensive bidding process; and

WHEREAS, subject to the approval of the County Board and review by the County Engineer, accepted the low bid of Landmark Ford Inc. in Springfield, Illinois, in the amount of \$27,517.00 (w/ trade in of a 2015 Ford F250 4x4 Crew Cab Pickup Truck), for a 2019 Ford F250 4x4 Crew Cab Pickup Truck, to be paid from County Highway Tax Funds, New Equipment Line Item (202-311-544-000);

THEREFORE BE IT RESOLVED, that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED this 30th day of January , 2019.

ATTEST:

TAZEWELL COUNTY BOARD CHAIRMAN

TAZEWELL COUNTY CLERK

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the sale of 2003 pressure washer valued less than \$1,000; and

WHEREAS, the pressure washer was purchased by Animal Control in 2003 and is of no historic value to the County; and

WHEREAS, it will be advertised for sale on the County website for at least 30 days prior to sale per Tazewell County Code.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of Animal Control and the Auditor of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to the meal reimbursement claim submitted in excess of the maximum permitted by County Policy HR-17-04; and

WHEREAS, a memo of explanations is included with this Resolution.

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

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

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

MICHAEL D. RISINGER

PRESIDING JUDGE OF TAZEWELL COUNTY
TENTH JUDICIAL CIRCUIT OF ILLINOIS

342 Court Street - Room 308
Tazewell County Courthouse
Pekin, Illinois 61554



General Offices
Telephone: (309) 477-2201
Fax: (309) 347-3979

January 15, 2019

Members of the Finance Committee,

I am asking for authorization for reimbursement of an expense I incurred while attending a recent conference. The conference was the Illinois Association of Problem Solving Courts annual education conference held in Bloomington on October 17-19, 2018.

Tazewell County has 2 Problem Solving Courts, Drug Court and Mental Health Court, over which I preside. All of our Problem Solving Courts team attended the conference. Team members include myself, Public Defender Luke Taylor, Assistant State's Attorney Mike Green, Probation Supervisor Susan Walker, Probation officer Raegan Hale, Corrections officer Nick Carlton, Tazwood drug treatment coordinator Randy Tennis, Tazwood Mental Health treatment coordinator Katy Watson, Gateway Foundation clinical supervisor Brandon Underwood, Pekin Police Chief John Dossey and East Peoria Police Chief Dick Ganschow.

The expense is \$314.44 for a team dinner that occurred on the evening of October 18, 2018 at Medici, a restaurant in Bloomington.





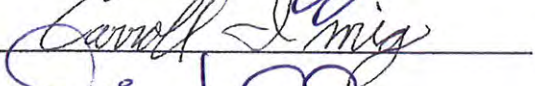
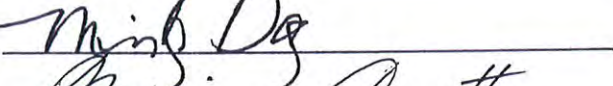
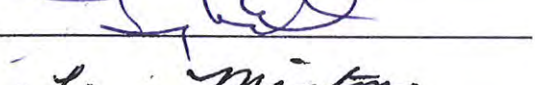

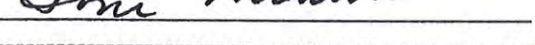

Thank you for your consideration.

Michael D. Risinger, Presiding Judge of Tazewell County

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for Community Development;

Transfer \$500 from the Field Repairs Line Item (100-912-522-090) to Chemicals Line Item (100-912-522-130)

WHEREAS, the transfer of funds is due to an increase in the costs for chemicals.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Community Development Administrator and the Auditor of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



COUNTY OF TAZEWELL
DEPARTMENT OF COMMUNITY DEVELOPMENT

Kristal Bachman, Community Development Administrator

TO: Tim Neuhauser, Chairman Finance Committee
FROM: Kristal Bachman, Community Development Administrator
DATE: January 18, 2019
SUBJECT: Request for Transfer of Monies - Farm

At this time I am respectfully requesting to transfer from the following funds:

\$500.00 from the Field Repairs Line Item Fund #100-912-522-090 to the
Chemicals Line Item Fund #100-912-522-130.

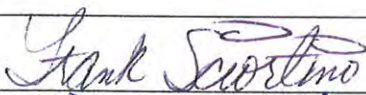
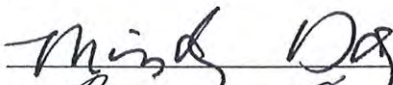

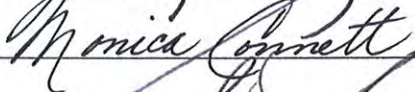

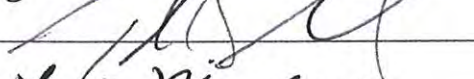
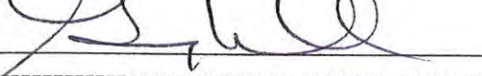
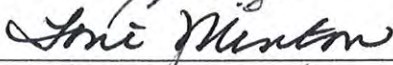
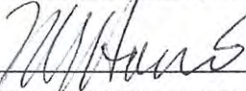
The transfer is required due to unanticipated increased costs of Chemicals for 2019.
Thank-you for your consideration regarding this matter.

KB

cc. Shelly Hranka, Auditor
Craig Peters, Finance

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire for Elections Clerk in the County Clerk/Recorder office; and

WHEREAS, this position is a Grade 11 union position with starting pay range of \$14.24 to \$17.81 per hour.

THEREFORE BE IT RESOLVED by the County Board that the County Clerk be authorized to hire an Elections Clerk.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Clerk and the Payroll Division of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



POSITION OPENING

POSTING DATE: November 20, 2018
DEPARTMENT: County Clerk
POSITION TITLE: Elections Clerk
HOURS: Full-Time (37.50 Hrs/Wk)
FLSA: Non-Exempt
AFFILIATION: Union-Teamsters-Unit B
GRADE: 11
WAGE: \$14.24 - \$17.81 per hour

APPLICATION DEADLINE: November 30, 2018

**** The Union approved a five (5) day application deadline posting for this position. ****

Interested candidates should submit a resume and a County Employment application to:

Human Resources Department
11 S. 4th Street
McKenzie Building Suite 114
Pekin, IL 61554

The Tazewell County Employment application and job description can be found on the Tazewell County website at: <http://www.tazewell.com/> at the under "How Do I .. Apply for a Job?."

Tazewell County is an Equal Opportunity Employer

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire for a Deputy County Clerk/Floater in the County Clerk/Recorder office; and

WHEREAS, this position is a Grade 11 union position with starting pay range of \$14.24 to \$17.81 per hour.

THEREFORE BE IT RESOLVED by the County Board that the County Clerk be authorized to hire a Deputy County Clerk/Floater.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Clerk and the Payroll Division of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



POSITION OPENING

POSTING DATE: November 20, 2018
DEPARTMENT: County Clerk
POSITION TITLE: Deputy County Clerk/Floater
HOURS: Full-Time (37.50 Hrs/Wk)
FLSA: Non-Exempt
AFFILIATION: Union-Teamsters-Unit B
GRADE: 11
WAGE: \$14.24 - \$17.81 per hour

APPLICATION DEADLINE: November 30, 2018

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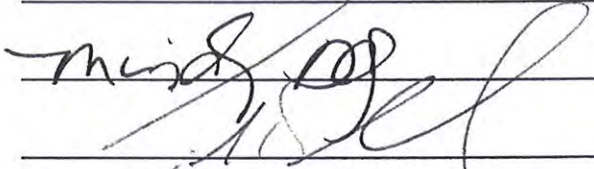

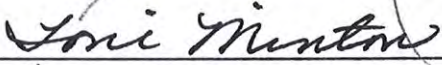
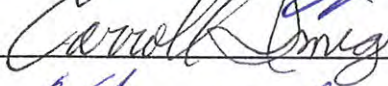
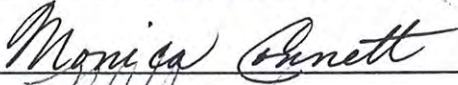
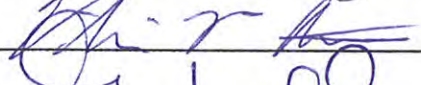
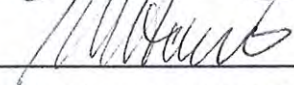
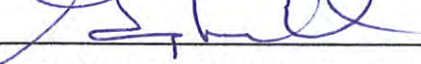
The Tazewell County Employment application and job description can be found on the Tazewell County website at: <http://www.tazewell.com/> at the under "How Do I .. Apply for a Job?"

Tazewell County is an Equal Opportunity Employer

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for a Deputy position in the Sheriff's Department; and

WHEREAS, the Deputy position has a base starting annualized rate of pay of \$45,840.58.

THEREFORE BE IT RESOLVED by the County Board that the Sheriff be authorized to hire a Deputy.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Sheriff and the Payroll Division of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



TAZEWELL COUNTY SHERIFF'S OFFICE

SHERIFF JEFFREY LOWER

101 SOUTH CAPITOL ST., PEKIN ILLINOIS 61554

To: Nancy Proehl, H.R. Chairperson
From: Sheriff Jeff Lower
Ref: New-hire Deputy request

Nancy, we are requesting to hire one Deputy Sheriff position for a February 2019 academy date. We currently have two open Deputy positions, one pending deputy retirement and over the next year expect other retirements and/or resignations that will leave at least three additional open positions.

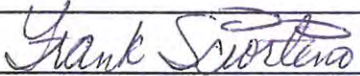
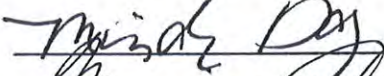
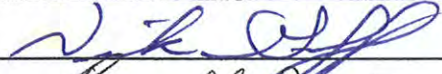

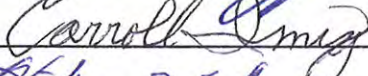
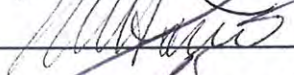
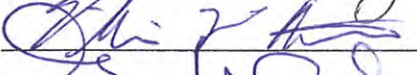
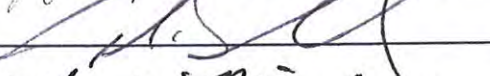
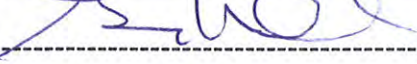

We currently have two reservation in the police training academy in Decatur, this class starts in February and runs for 14 weeks. Once the recruit completes and passes the state certification test, they will be placed on our department Field Training Program that lasts for 12 to 14 weeks. From start to finish the training of a new Deputy is approximately six months long.

Because to the staffing levels and the patrol requirements, the deputy positions are vital to maintain adequate coverage and to reduce the overtime shifts needed to maintain the department.

Thank you for your consideration.

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire in Court Services for Probation Officer; and

WHEREAS, the position is a Grade 6 with an hourly wage of \$20.263.

THEREFORE BE IT RESOLVED by the County Board that the Director of Probation and Court Services be authorized to hire a Probation Officer.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Court Services and the Payroll Division of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

THE CIRCUIT COURT OF THE TENTH JUDICIAL DISTRICT
OFFICE OF COURT SERVICES
ADULT PROBATION
334 ELIZABETH STREET * SUITE 100
PEKIN, IL 61554
309-477-2281

TO: Human Resources Chairman
FROM: John Horan, Court Services Director
DATE: January 9, 2019
RE: **Replacement Position in Court Services**

I respectfully request that the Human Resources Committee approve hire for the following position(s) in Court Services:

Type: Probation Officer

Grade: 6

Step: N/A

Salary and/or Hourly Wage: \$20.263

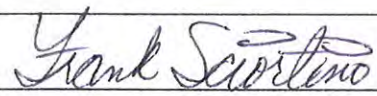


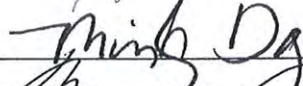
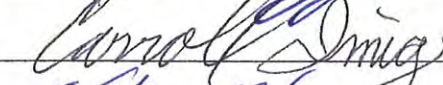
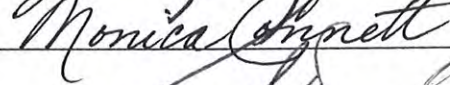
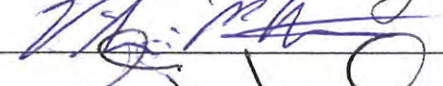
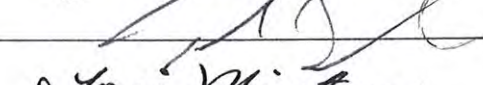

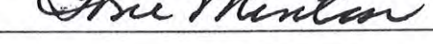
Stipend if applicable: NA

Please see attached. Thank you for your consideration in this matter.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to fill a vacant position of Highway Maintenance Worker at the Highway Department; and

WHEREAS, the Highway Maintenance Worker position is a Union position with a starting rate of pay of \$25.66 per hour.

THEREFORE BE IT RESOLVED by the County Board that the County Engineer be authorized to hire a Highway Maintenance Worker.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Engineer, Human Resources and the Payroll Division of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

TAZEVELL COUNTY HIGHWAY DEPARTMENT

CRAIG FINK
COUNTY ENGINEER

21308 ILLINOIS ROUTE 9
TREMONT, IL 61568

cfink@tazewell.com

PHONE (309) 925-5532
FAX (309) 925-5533

January 14, 2019

Hon. Nancy Proehl
Chair, Human Resources Committee
McKenzie Building
11 S. 4th Street, Ste. 432
Pekin, IL 61554

Re: Filling Vacancy from Retired Highway Maintenance Worker

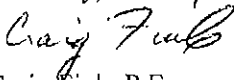
Dear Rep. Proehl:

I propose to fill the currently vacant union covered position of Highway Maintenance Worker at the starting salary of \$25.66/Hour, which is 90% of the \$28.51/Hour base pay as established in the applicable union contract. The current vacancy exists due to a retirement that was effective at end of shift on October 19, 2018. I anticipate that should the Human Resources Committee and County Board approve this month, the earliest I would be able to have the position filled would be February 18, 2019 which would represent at least a 122-day vacancy which would be less than the county's current 150-day vacancy policy. I am requesting to move forward at this time as this is a safety sensitive position which has a direct impact on emergency services provided during winter weather events.

This minimum 122-day vacancy has and will have left us without a full-time truck/plow operator for the majority of this winter and it has had a definite impact on our winter weather response efforts as one of our trucks/plows has been idled from its normal route. In addition, it has reduced the emergency response service we provide outside our normal route plowing. This is a matter of public safety and the county previously waived the prior 150-day vacancy policy for this position entirely in order to fill a pending vacancy in August 2017.

Should you require additional information please contact me at (309) 925-5532.

Sincerely,


Craig Fink, P.E.
County Engineer
Tazewell County, Illinois

cc: Wendy Ferrill, County Administrator
Hon. Greg Menold, Transportation Committee Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire for Elections Clerk in the County Clerk/Recorder office; and

WHEREAS, this position is a Grade 11 union position with starting pay range of \$14.24 to \$17.81 per hour.

THEREFORE BE IT RESOLVED by the County Board that the County Clerk be authorized to hire an Elections Clerk.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Clerk and the Payroll Division of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



POSITION OPENING

POSTING DATE: January 23, 2019
DEPARTMENT: County Clerk
POSITION TITLE: Election Clerk
HOURS: Full-Time (37.50 Hrs/Wk)
FLSA: Non-Exempt
AFFILIATION: Union-Teamsters-Unit B

GRADE: 11
WAGE: \$14.24 - \$17.81 per hour

APPLICATION DEADLINE: January 30, 2019

** The Union approved a five (5) day application deadline posting for this position. **

Interested candidates should submit a resume and a County Employment application to:

Human Resources Department
11 S. 4th Street
McKenzie Building Suite 114
Pekin, IL 61554

The Tazewell County Employment application and job description can be found on the Tazewell County website at: <http://www.tazewell.com/> under "How Do I .. Apply for a Job?"

Tazewell County is an Equal Opportunity Employer

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:

Misty Day

Nancy Rose

Tim Jost

Carroll Jones

Norica Connett

Ray Smith

[Signature]

[Signature]

[Signature]

RESOLUTION

Whereas, the Open Meetings Act, 5 ILCS 120/2.06, requires in relevant part:

"The public body shall periodically, but no less than semi-annually, meet to review minutes and recordings of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection."

Whereas, the State's Attorney's Office has reviewed such minutes or recordings and made recommendations as detailed below, providing that all recordings of meetings herein listed as Open and shall be destroyed and the minutes of those meetings as of this date shall be available for public inspection:

County Board

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/24/03	Personnel/Pending Litigation	Closed
10/29/03 at 6:39 p.m.	Land Acquisition	Closed
10/29/03 at 7:03 p.m.	Probable Litigation	Closed
08/31/05	Pending Litigation	Closed
05/31/06	Land Acquisition	Closed
06/28/06	Personnel	Closed
07/26/06	Land Acquisition	Closed
06/25/08	Pending Litigation	Closed

Executive/Risk Management Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
8/1/02	Pending Litigation	Closed
1/23/03	Pending Litigation	Closed
01/21/04	Pending Litigation	Closed
04/21/04	Pending Litigation	Closed

08/18/04	Pending Litigation	Closed
10/9/06	Pending Litigation	Closed
01/23/08	Pending Litigation	Closed
05/21/08	Pending Litigation	Closed
07/30/08	Pending Litigation	Closed
09/24/08	Pending Litigation	Closed
10/22/08	Pending Litigation	Closed
04/22/09	Pending Litigation	Closed
01/20/10	Pending Litigation	Closed
8/31/11	Pending Litigation	Closed
12/14/11	Pending Litigation	Closed
01/18/12 at 4:01 p.m	Pending Litigation	Closed
02/29/2012	Pending Litigation	Closed
1/23/13	Pending Litigation	Closed
5/22/13at 4:04 p.m.	Pending Litigation	Closed
9/18/13	Pending Litigation	Closed
10/23/13	Pending Litigation	Closed
10/23/13	Personnel	Closed
11/20/13	Personnel	Closed
02/19/14	Pending Litigation	Closed
04/30/14 at 7:04 p.m.	Pending Litigation	Closed
05/21/14	Pending Litigation	Closed
06/18/14	Pending Litigation	Closed
08/20/14	Pending Litigation	Closed
09/17/14	Pending Litigation	Closed
10/22/14	Pending Litigation	Closed
11/12/14 at 4:03 p.m.	Pending Litigation	Closed
06/17/15	Pending Litigation	Closed
07/22/15	Pending Litigation	Closed
08/19/15	Pending Litigation	Closed
10/21/15	Pending Litigation	Closed
01/20/16	Pending Litigation	Closed
03/23/16	Pending Litigation	Closed
04/20/16	Pending Litigation	Closed
05/25/16	Pending Litigation	Closed
06/29/16	Pending Litigation	Closed
08/24/16 at 4:01 p.m.	Pending Litigation	Closed
09/21/16	Pending Litigation	Closed
10/29/16	Pending Litigation	Closed
01/18/17 at 4:01 p.m.	Pending Litigation	Closed
01/18/17 at 4:15 p.m.	Pending Litigation	Closed
04/19/17	Pending Litigation	Closed
06/21/17	Pending Litigation	Closed
10/18/17	Pending Litigation	Closed
11/8/17	Pending Litigation	Closed
01/24/18	Pending Litigation	Closed
03/28/18	Pending Litigation	Closed
04/18/18	Pending Litigation	Closed
05/23 18	Pending Litigation	Closed
06/20/18	Pending Litigation	Closed
07/18/18 at 4:04 p.m.	Pending Litigation	Closed
07/18/18 at 4:47 p.m.	Personnel	Closed
08/22/18 at 4:00 p.m.	Pending Litigation	Closed
08/22/18 at 4:45 p.m.	Pending Litigation	Closed
09/19/18 at 4:00 p.m.	Pending Litigation	Closed
09/19/18 at 5:20	Personnel	Closed

09/26/18	Personnel	Closed
10/24/18	Pending Litigation	Closed

Human Resources/Finance and Budget Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/16/03	Collective Bargaining/Salary Schedules	Closed
9/29/03	Collective Bargaining/Salary Schedules	Closed
11/18/03	Collective Bargaining	Closed
01/20/04	Collective Bargaining/Salary Schedules	Closed
02/03/04	Collective Bargaining	Closed
03/23/04	Collective Bargaining	Closed
07/20/04	Personnel	Closed
01/18/05	Collective Bargaining/Salary Schedules	Closed
10/17/06	Pending Litigation	Closed
11/21/06	Personnel	Closed
11/29/06	Personnel	Closed
05/22/07	Personnel	Closed
05/19/09	Collective Bargaining/Salary Schedules	Closed
06/16/09	Collective Bargaining/Salary Schedules	Closed
07/21/09	Personnel	Closed
01/19/10	Collective Bargaining/Salary Schedules	Closed
02/16/10	Personnel	Closed
03/23/10	Personnel	Closed
04/20/10	Collective Bargaining/Salary Schedules	Closed
05/04/10	Collective Bargaining/Salary Schedules	Closed
05/18/10	Collective Bargaining/Salary Schedules	Closed
06/22/10	Collective Bargaining/Salary Schedules	Closed
06/30/10	Collective Bargaining/Salary Schedules	Closed
07/20/10	Collective Bargaining/Salary Schedules	Closed
8/17/10	Collective Bargaining/Salary Schedules	Closed
9/20/10	Collective Bargaining/Salary Schedules	Closed
10/19/10	Collective Bargaining/Salary Schedules	Closed
12/7/10	Collective Bargaining/Salary Schedules	Closed
1/18/11	Collective Bargaining/Salary Schedules	Closed
2/15/11	Personnel	Closed
2/23/11	Collective Bargaining/Salary Schedules	Closed
4/19/11	Collective Bargaining/Salary Schedules	Closed
5/17/11	Collective Bargaining/Salary Schedules	Closed
8/23/11 at 3:50	Personnel	Closed
8/31/11 at 7:07 p.m.	Personnel	Closed
8/31/11 at 6:17 p.m.	Personnel	Closed
9/20/11	Personnel	Closed
11/8/11	Collective Bargaining/Salary Schedules	Closed
12/5/11	Collective Bargaining/Salary Schedules	Closed
01/17/12	Collective Bargaining/Salary Schedules	Closed
01/25/12	Collective Bargaining/Salary Schedules	Closed
06/19/12	Collective Bargaining/Salary Schedules	Closed
07/19/12	Collective Bargaining/Salary Schedules	Closed
08/21/12	Collective Bargaining/Salary Schedules	Closed
09/18/12	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 4:09 p.m.	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 5:16 p.m.	Pending Litigation	Closed
11/5/12	Collective Bargaining/Salary Schedules	Closed
1/22/13	Collective Bargaining/Salary Schedules	Closed

2/19/13 at 4:22 p.m.	Collective Bargaining/Salary Schedules	Closed
2/19/13 at 5:05 p.m.	Personnel	Closed
2/27/13	Collective Bargaining/Salary Schedules	Closed
5/21/13	Collective Bargaining/Salary Schedules	Closed
10/22/13	Collective Bargaining/Salary Schedules	Closed
11/12/13	Personnel	Closed
04/30/14 at 6:23 p.m.	Collective Bargaining/Salary Schedules	Closed
05/20/14	Collective Bargaining/Salary Schedules	Closed
06/17/14 at 5:36 p.m.	Personnel	Closed
06/17/14 at 6:06 p.m.	Collective Bargaining/Salary Schedules	Closed
07/22/14	Pending Litigation	Closed
09/16/14	Collective Bargaining/Salary Schedules	Closed
10/21/14	Collective Bargaining/Salary Schedules	Closed
11/10/14	Collective Bargaining/Salary Schedules	Closed
11/19/14	Collective Bargaining/Salary Schedules	Closed
12/10/14	Collective Bargaining/Salary Schedules	Closed
03/17/15	Collective Bargaining/Salary Schedules	Closed
03/25/15	Collective Bargaining/Salary Schedules	Closed
04/29/15	Collective Bargaining/Salary Schedules	Closed
07/21/15 at 4:45	Collective Bargaining/Salary Schedules	Closed
09/22/15	Collective Bargaining/Salary Schedules	Closed
09/30/15 at 6:34 p.m.	Collective Bargaining/Salary Schedules	Closed
10/20/15 at 3:44 p.m.	Collective Bargaining/Salary Schedules	Closed
11/09/15	Collective Bargaining/Salary Schedules	Closed
01/19/16	Collective Bargaining/Salary Schedules	Closed
08/23/16	Collective Bargaining/Salary Schedules	Closed
11/7/16 at 3:47 p.m.	Personnel	Closed
11/7/16 at 4:07 p.m.	Collective Bargaining/Salary Schedules	Closed
06/20/17	Collective Bargaining/Salary Schedules	Closed
09/27/17	Collective Bargaining/Salary Schedules	Closed
10/25/17	Collective Bargaining/Salary Schedules	Closed
01/23/18	Collective Bargaining/Salary Schedules	Closed
11/06/18	Collective Bargaining/Salary Schedules	Closed

Property Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
03/21/06	Pending Litigation	Closed
03/21/06	Land Acquisition	Closed
04/18/06	Land Acquisition	Closed
4/26/06	Land Acquisition	Closed
07/18/06	Land Acquisition	Closed
05/22/07	Pending/Imminent Litigation	Closed
07/17/07	Land Acquisition	Closed
08/21/07	Land Acquisition	Closed
10/16/07	Land Acquisition	Closed
11/14/07	Land Acquisition	Closed
06/13/08	Land Acquisition	Closed
06/17/08	Land Acquisition	Closed
07/22/08	Personnel	Closed
09/16/08	Land Acquisition	Closed
10/21/08	Land Acquisition	Closed
11/13/08	Land Acquisition	Closed
01/20/09	Land Acquisition	Closed

03/17/09	Land Acquisition	Closed
3/23/10	Land Acquisition	Closed
8/17/10	Land Acquisition	Closed
1/18/11	Land Acquisition	Closed
5/21/13	Land Acquisition	Closed
6/18/13	Land Acquisition	Closed
8/20/13	Land Acquisition	Closed
9/10/13	Land Acquisition	Closed
10/22/13	Land Acquisition	Closed
06/17/14	Pending Litigation	Closed
07/22/14	Pending Litigation	Closed
07/30/14	Pending Litigation	Closed
12/10/14	Land Acquisition	Closed

Health Services Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
1/17/01	Pending Litigation	Closed
4/9/02	Pending Litigation	Closed
7/17/02	Pending Litigation	Closed
12/17/04	Pending Litigation	Closed
12/10/09	Pending Litigation	Closed
06/12/14	Personnel	Closed
08/09/18	Pending Litigation	Closed

Insurance Review Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
3/18/02	Personnel	Closed
6/19/03	Personnel	Closed
6/24/04	Personnel	Closed
12/1/05	Personnel	Closed
12/8/05	Personnel	Closed
12/15/05	Personnel	Closed
04/06/06	Personnel	Closed
08/03/06	Personnel	Closed
02/08/07	Personnel	Closed
04/12/07	Personnel	Closed
12/8/11	Personnel	Closed
2/14/13	Risk Management	Closed
8/18/13	Risk Management	Closed
10/12/17	Risk Management	Closed

Ad Hoc Tax Subcommittee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/26/06	Personnel	Closed
11/20/06	Personnel	Closed
12/14/06	Personnel	Closed
01/04/07	Pending/Imminent Litigation	Closed
07/10/07	Personnel	Closed

Collective Bargaining/Grievance Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
4/10/13 at 11:00 a.m.	Personnel	Closed
4/10/13 at 1:01 p.m.	Personnel	Closed

5/2/13 at 1:36 p.m.	Personnel	Closed
5/2/13 at 2:12 p.m.	Personnel	Closed
10/1/13	Personnel	Closed
12/17/13 at 9:02 a.m.	Personnel	Closed
12/17/13 at 9:21 a.m.	Personnel	Closed
06/16/14	Personnel	Closed
06/26/14	Personnel	Closed
07/22/14	Personnel	Closed
09/23/14	Personnel	Closed
06/08/16	Personnel	Closed
05/11/18	Personnel	Closed

Hay Group Sub-Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/24/14	Collective Bargaining/Salary Schedules	Closed

Transportation Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/18/17	Personnel	Closed
10/16/17	Personnel	Closed
01/22/18	Personnel	Closed
06/18/18	Personnel	Closed

Whereas, your Executive Committee recommends that the County Board approve the recommendation of the State's Attorney's Office regarding the six month review of closed session minutes and recordings.

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

BE IT FURTHER RESOLVED that all closed session minutes available for public inspection be placed in the appropriate minute books, the corresponding recordings be destroyed, and that such minutes and recordings remaining closed to the public shall be kept separately under seal, all within the Office of the County Clerk.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:




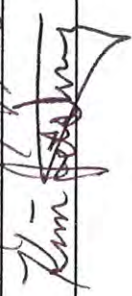




TAZEWELL COUNTY CLERK

TAZEWELL COUNTY BOARD CHAIRMAN

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
11-18-001	0618015E	SAL	MATTHEW J DESANTIS	02-02-15-201-014	WASHINGTON	657.40	0.00	0.00	57.40	350.00	250.00

Totals

\$657.40	\$0.00	\$0.00	\$57.40	\$350.00	\$250.00
	Clerk Fees			\$0.00	
	Recorder/Sec of State Fees			\$57.40	
	Total to County			\$307.40	

Committee Members

Tazewell County November 2018 Resolutions
Future Taxes for Properties Sold at Auction

ROUTE TO TREASURER

Dear Treasurer,

Please ensure the properties listed below receive tax bills no sooner than the payable date listed. Please direct any questions to our office.

<u>Item #</u>	<u>Date Sold</u>	<u>Purchaser</u>	<u>Future Taxes Due Beginning</u>
0618015E	06/29/2018	Matthew J DeSantis	January 1, 2019 payable 2020
<i>Parcel(s) Involved: 02-02-15-201-014</i>			

TAZEWELL COUNTY
TRUSTEE PAYMENT ACCOUNT

BUSEY BANK
PEKIN, IL 61554
70-232-711

2293

PAY EXACTLY THREE HUNDRED FIFTY DOLLARS ONLY

TO THE ORDER OF		I.D. NO.	DATE	AMOUNT
Joseph E. Meyer & Assoc Inc Tazewell County Tax Agent		0618015E	10/26/2018	\$350.00

FOR Sale-Matthew J DeSantis
11-18-001

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002293⑈ ⑆071102568⑆ 00343420⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

TAZEWELL COUNTY
TRUSTEE PAYMENT ACCOUNT

BUSEY BANK
PEKIN, IL 61554
70-232-711

2294

PAY EXACTLY TWO HUNDRED FIFTY DOLLARS ONLY

TO THE ORDER OF		I.D. NO.	DATE	AMOUNT
Tazewell County Collector		0618015E	10/26/2018	\$250.00

FOR Sale-Matthew J DeSantis
11-18-001

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002294⑈ ⑆071102568⑆ 00343420⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

TAZEWELL COUNTY
TRUSTEE PAYMENT ACCOUNT

BUSEY BANK
PEKIN, IL 61554
70-232-711

2295

PAY EXACTLY FIFTY-SEVEN DOLLARS AND FORTY CENTS ONLY

TO THE ORDER OF		I.D. NO.	DATE	AMOUNT
Tazewell County Recorder		0618015E	10/26/2018	\$57.40

FOR Sale-Matthew J DeSantis
11-18-001

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002295⑈ ⑆071102568⑆ 00343420⑈



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

WASHINGTON TOWNSHIP

PERMANENT PARCEL NUMBER: 02-02-15-201-014

As described in certificate(s) : 201400150 sold October 2015

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Matthew J DeSantis, Stephanie A DeSantis, has bid \$657.40 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$250.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$57.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$657.40.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-18-001

INSTRUCTIONS FOR RESOLUTIONS
(Please keep this copy with packet until routing is complete)
Revised: March 2018

- 1) Agent mails to Committee for approval:
 - a) Original resolution with appropriate disbursement checks attached to each
 - b) Monthly Resolution List

- 2) Committee:
 - a) Reviews resolutions and submits to full County Board
 - b) Resolution List is presented to County Board Members in their monthly packet

- 3) County Board:
 - a) **Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.**
 - b) Chairman signs each resolution
 - c) County Clerk seals and attests each resolution
 - d) Retains Original of each resolution and copies each executed resolution 2 times
 - e) Delivers to Treasurer 2 copies of each resolution with all checks

- 4) County Treasurer:
 - a) Signs all checks
 - b) Retains one copy of each resolution
 - c) Retains Treasurer's check(s) for deposit
 - d) Forwards Clerk's check (if any) to clerk
 - e) Returns 1 copy of each resolution with Agent, Auctioneer, Recorder and Purchaser refund check (if any) to:

**County Delinquent Tax Agent
ATTN: RESOLUTIONS
P. O. Box 96
Edwardsville, IL 62025**

7 07 2018

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:

Mindy Day

Nancy Proehl

Rini Jones

Monica Corneth

[Signature]

[Signature]

Carroll Jones

[Signature]

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve the request of the County Clerk/Recorder for established office hours of the Recorder of Deeds Division; and

WHEREAS, 55 ILCS 5/3-2007 establishes the hours of operation but allows for the County Board to make changes to the opening and closing hours of the office; and

WHEREAS, by Resolution, the Tazewell County Board allows for the Recorder of Deeds Division of the Tazewell County Clerk's office to remain 8:30am to 5:00pm of each working day effective immediately.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Human Resources Office of this action.

PASSED THIS 30th OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Summary of Arial Flight/Eagle View Pictometry Project

The Tazewell County Board has previously passed resolutions engaging aerial flights and photography map projects in the years 2015, 2011, and 2004. Examples of that imagery are enclosed. Technology improvements have allowed each successive flight and photography project to have improved quality, resolution, cost, and joint participation with the cities and villages of Tazewell County.

The attached three resolutions are a package in order to accomplish a 2019 flight and photography project. This project includes the largest technology and software enhancements to date. It also has garnered the interest and financial participation of every major metropolitan area of Tazewell County. Inter-governmental agreements have currently been initiated pending the Tazewell County Board's decision with 7 city/village entities, as well as contracts required by Tri-County Regional Planning and by Eagle View Pictometry.

Tri-County Regional Planning has been an invaluable leader and partner in this task, and directed efforts in securing a \$40,000+ grant for this project through the Illinois Department of Transportation. Kristal Bachman, Tazewell County Community Development Director, and Janna Baker, Tazewell County GIS Coordinator is also to be thanked for many hours of building these inter-government and technology alliances.

This flight will provide both high-resolution aerial photography, and oblique imagery (photography at a 40 to 45 degree downward angle from all four sides of a structure). This data is accessed through a web-based software program which provides a high resolution composite image of each structure. This will allow County, City, Life/Safety staff and others to access a 360 degree view of any structure in the County.

A flow chart of contracts and inter-governmental agreements is attached, along with summary sheets and the actual contracts to be executed. More detailed information is available of any aspect of the project including technical details, as requested. An example of the products proposed in this contract may be viewed as follows:

General Overview: <https://www.eagleview.com/industry/government/gis/>

Oblique Imagery: <https://www.eagleview.com/product/pictometry-imagery/oblique-imagery/>

Change Finder: <https://www.eagleview.com/product/data-service-solutions/changefinder/>

Tazewell County will act as the "strong man" for the project, requiring budget allocations of approximately \$60,000+/- per year for each of three years to pay for the project in entirety, while being reimbursed by all municipalities a total of \$88,250 over three years as listed on the summary cash-flow. Allocation for this expense has previously been authorized in the FY19 budget through line item 260-913-533-200.

Resolution #3 (EX 19-***) is independent of the first two resolutions. It seeks to obtain Board guidance as to charging Township Assessment Offices \$1500 per year, for access to this completed system. A part of the project design was to incorporate "change detection software" to directly assist township assessors in their duties. A number of township assessment offices have shown interest in this project and software and have responded positively toward a fee to access this system. A decision on this resolution at this time would allow for sufficient budgeting preparation for townships. A township will not be required to participate.

The Community Development Department, Supervisor of Assessment and the GIS Department thank-you for your consideration regarding this Project.

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

Mindy Day

Nancy Brock

Kim Gales

Carroll Spig

Monica Connett

[Signature]

[Signature]

[Signature]

[Signature]

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Letter of Agreement with Tri-County Regional Planning Commission to be the project manager for the regional aerial photo acquisition project related to the Grant portion only; provided by the Illinois Department of Transportation Statewide Planning and Research Funds; and

WHEREAS, Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for the regional aerial acquisition project to help in reducing each individual government unit's costs. Said representatives from each of the Counties graded the responses to the RFP and selected the vendor Pictometry International Corp (EagleView) to perform services for the project; and

WHEREAS, Tazewell County's portion of the Vendor Contract will be in the amount of \$10,077.80 which is 20% percent of the local match required for the Grant Funding; and

WHEREAS, the County will be partnering with various Tazewell County Communities to share in the cost of the aerial photo acquisition to include a buy-up for additional services and deliverables.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Supervisor of Assessments and Tri-County Regional Planning Commission of this action.

PASSED THIS 30TH DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Letter of Agreement

This Agreement is made and entered into as of the 30th day of January 2019 (the "Effective Date"), by and between Tazewell County (the "County") and the Tri-County Regional Planning Commission ("TCRPC").

WHEREAS, at the request of Peoria County, Tazewell County, Logan County and Woodford County (collectively, the "Counties") TCRPC advertised a Request for Proposal ("RFP") for a regional aerial photo acquisition project (the "Project"),

WHEREAS, representatives of each of the Counties graded the responses to the RFP and selected Pictometry International Corp. (the "Vendor") to perform services for the Project, and

WHEREAS, the Counties desire for TCRPC to, and TCRPC desires to, enter into a contract with the Vendor (the "Vendor Contract") and administer said contract.

NOW THEREFORE, County and TCRPC agree as follows:

1. TCRPC Work.

TCRPC will provide overall project management including the following obligations as set forth under the Vendor Contract:

- a. Assign a TCRPC employee as Project Coordinator;
- b. Review Project deliverables from the Vendor for defects or errors and reject or approve the same;
- c. Answer questions from the Vendor;
- d. Provide designated data to the Vendor; and
- e. Review Vendor invoices for accuracy and invoice the County for its portion of fees and expenses.

2. Term.

This Agreement shall be effective from the Effective Date through the termination or expiration of the Vendor Contract. The Project is estimated to be completed by September of 2019 based on Vendor delivery schedule.

3. Fees and Payment Terms.

The fees due under the Vendor Contract total one hundred eighty-five thousand, six hundred and sixty-six dollars (\$185,666) of which, 80% will be payable by Illinois Department of Transportation's Statewide Planning and Research Funds (SPR) leaving the remaining balance be divided between the Counties as follows: Logan County \$9,447.80 Tazewell County \$10,077.80, Peoria County \$9,405.80, and Woodford County \$8,201.80. The Counties shall be responsible for any additional fees or expenses incurred under the Vendor Contract including expenses for the shipment of any materials to the Vendor and fees resulting from any change orders or amendments to the Vendor Contract.

As TCRPC receives invoices from the Vendor for work completed, TCRPC shall invoice the County for the respective portion of the work completed for or regarding the County. The County shall pay all invoices within sixty (60) days of the date of TCRPC invoice.

4. Ownership and Use of Project Data.

TCRPC expressly acknowledges that any and all data, designs, reports, imagery, or other work furnished to or developed for the Counties by TCRPC shall constitute a "work made for hire" as defined by Section 101 of the Copyright Act. The Counties shall own right, title and interest in works of authorship created under the Agreement that constitute a "work made for hire" for their respective geographical areas. For any work performed pursuant to this Agreement that does not qualify as a "work made for hire," TCRPC hereby irrevocably assigns to the County all right, title and interest in the work specific solely to the County, in whatever stage of completion, and warrants waiver of all moral rights therein.

When making any work or deliverables it receives under this Agreement or the Vendor Contract available to any third party, the County shall include a statement/disclaimer as to the proper use/interpretation of such work or deliverables.

5. Miscellaneous.

a. Force Majeure. TCRPC shall not be in default of its obligations hereunder if its performance is prevented or delayed by an existing or future *force majeure* condition including, without limitation, act of government, act of God, strike, insurrection, embargo, fire, flood, earthquake, explosion, riot, war, rebellion, sabotage, epidemic, acts or omissions of any third party including the Vendor, or any cause beyond the reasonable control of TCRPC.

b. TCRPC's work shall be performed in a manner consistent with the care and skill exercised by professionals practicing in similar localities and specialties under similar conditions. TCRPC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK TO BE PERFORMED BY TCRPC AS DESCRIBED HEREIN, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR RELIANCE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS) ARISING OUT OF THE AGREEMENT ON ANY THEORY OF LIABILITY EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written. The parties acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements by the other party in connection with the subject matter of this Agreement except as expressly set forth herein. This Agreement may be amended or modified only by a subsequent agreement in writing signed by each of the parties and may not be modified by course of conduct. Any of the terms or conditions of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party waiving such terms or conditions. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

e. Governing Law/Disputes. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois. The parties agree that in the event any dispute arises in any way related to or arising out of this Agreement, the prevailing party shall be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs, expenses and pre and post-judgment interest. Notwithstanding anything to the contrary, the Vendor Contract shall identify the County as a third party beneficiary thereof, and TCRPC shall have no obligation to bring any lawsuit against the Vendor related to or arising out of the Vendor Contract unless otherwise agreed to by TCRPC.

f. Interpretation. This Agreement shall be construed according to its fair meaning as if prepared by all parties hereto and no provision shall be interpreted for or against either party because a provision may have been drafted by that party or a single representative.

g. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date last written below.

Tazewell County

Tri-County Regional Planning Commission

Name _____

Name Eric Miller

Signature _____

Signature _____

Title: _____

Title: Executive Director

Date _____

Date _____

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

R E S O L U T I O N

WHEREAS, Tazewell County has identified the need for updated Aerial Photography in Fiscal Year 2019 GIS Budget and the County Board has appropriated funds in the GIS Budget for such a Project; and

WHEREAS, Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional aerial acquisition project to help in reducing each individual government unit's costs. Said representatives from each of the Counties graded the responses to the RFP and selected the Vendor Pictometry International Corp. (EagleView) to perform services for the project; and

WHEREAS, as a part of the RFP each County had the option to request upgrades for additional services with said Vendor; and

WHEREAS, Tazewell County has partnered with various Tazewell County Communities to share in the costs of said upgrades to include Change Detection Software, Building Outlines and Oblique Imagery; and

WHEREAS, Pictometry International Corp. has submitted a contract for the additional upgrades in the amount of \$165,896; and

WHEREAS as result of partnering with local Tazewell County Communities, through approved Intergovernmental Agreements, the County's share of the digital orthophotography project upgrades will be \$87,724.00 to be paid over a 3 year period to said Vendor.

THEREFORE BE IT RESOLVED that the County Board approve the Contract with Pictometry International Corp. (EagleView).

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the GIS Department, the Supervisor of Assessments and Pictometry International Corp. of this action.

PASSED THIS 30TH DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 TAZEWELL COUNTY, IL (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

- Section A: Product Descriptions, Prices and Payment Terms
- Section B: License Terms:
 - Delivered Content Terms and Conditions of Use
 - Online Services General Terms and Conditions
 - Software License Agreement
- Section C: Non-Standard Terms and Conditions
- Appendix 1: Project 2 Photogrammetric Product Specifications
- Sector Maps

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
414 Court St, suite 204	25 Methodist Hill Drive
Pekin, IL 61554	Rochester, NY 14623
Attn: Janna Baker, GIS Coordinator	Attn: General Counsel
Phone: 3094785695	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
TAZEWELL COUNTY, IL	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C6784944

BILL TO
Tazewell County, IL
Janna Baker, GIS Coordinator
414 Court St, suite 204
Pekin, IL 61554
3094785695
jbaker@tazewell.com

SHIP TO
Tazewell County, IL
Janna Baker, GIS Coordinator
414 Court St, suite 204
Pekin, IL 61554
3094785695
jbaker@tazewell.com

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A416990	Idavis	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
150	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$360.00 (20% - Long Term Incentive Discount)	\$54,000.00
717	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00		\$53,775.00
67,800	ChangeFinder-Change Detection & Building Outlines using Orthomosaic Imagery; Digital Parcel File Provided	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EalgeView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.74		\$50,172.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$4,950.00
150	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,500.00

1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
150	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$300.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL - FIRST PROJECT					\$165,896.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
717	AccuPLUS COMMUNITY 6in (9in Obliques) - Pict DTM - Per Sector	Product includes: 6-inch GSD Community AccuPlus ortho mosaic tiles (GeoTIFF format), 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 6-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Ortho-mosaic accuracy: 2.65 ft. RMSE (X or Y); 6.5 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=200'. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$245.00	\$150.00 (38.776%)	\$107,550.00

150	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$360.00 (20% - Long Term Incentive Discount)	\$54,000.00
67,800	ChangeFinder - Change Detection using Orthomosaic Imagery; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to orthomosaic tiles from a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.39		\$26,442.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$4,950.00
150	Tiles - Standard (3in GSD, JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,500.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
150	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$300.00
150	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$300.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$7,500.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately	\$10,000.00	\$0.00 (100%)	\$0.00

		following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions			
1	AccuPlus Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$196,241.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$362,137.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

The following are modifications to the standard product specifications for products listed above:

2015 Customer-provided 6"GSD TIFs Approved with Modified Technical Specifications:

The process is greater than 95% accurate – the standard error rate is 5% for false positives, and 0.5% for false negatives.

- False Positive Rate: ratio of buildings with fault state for all Changed/New/Demolished buildings less than or equal to 5.0%
- False Negative Rate: ratio of buildings with fault state for Existing buildings less than or equal to 0.5%
- The service postulates imagery with low off-nadir (The sides of houses cannot be seen) is used. All problems arising from off-nadir of imagery are out of the specifications.

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys’ fees and court costs.

FIRST PROJECT

Due at Signing	\$13,824.65
Due at Initial Shipment of Imagery	\$31,474.01
Due at First Anniversary of Shipment of Imagery	\$60,298.67
Due at Second Anniversary of Shipment of Imagery	\$60,298.67
Total Payments	\$165,896.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$65,413.66
Due at First Anniversary of Shipment of Imagery	\$65,413.67
Due at Second Anniversary of Shipment of Imagery	\$65,413.67
Total Payments	\$196,241.00

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product:
Leaf:

IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf Off: Less than 30% leaf cover

Product:
Leaf:

IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product:

ChangeFinder-Change Detection & Building Outlines using Orthomosaic Imagery; Digital Parcel File Provided

Data Source – Base:
Data Source Year – Base:
Data Source – Comparison:
Data Source Year – Comparison:
Deck Identification:
Regional Status Report Requested:
Modified Technical Specifications:

Customer Imagery
2015
Pictometry Imagery
2019
Included in Building Outlines

The process is greater than 95% accurate – the standard error rate is 5% for false positives, and 0.5% for false negatives.

- False Positive Rate: ratio of buildings with fault state for all Changed/New/Demolished buildings less than or equal to 5.0%
 - False Negative Rate: ratio of buildings with fault state for Existing buildings less than or equal to 0.5%
 - The service postulates imagery with low off-nadir (The sides of houses cannot be seen) is used. All problems arising from off-nadir of imagery are out of the specifications.
- Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

Parameter Changes

Customer represents and warrants that it owns all right, title, and interest in and to any non-Pictometry imagery and/or outlines provided by Customer to Pictometry and all necessary rights, power, and authority to provide Pictometry with a copy of such non-Pictometry imagery and/or outlines and authorize Pictometry to include such non-Pictometry imagery and/or outlines in the CONNECT service provided to Customer.

CONNECT

Product:
Admin User Name:
Admin User Email:
Geofence:

Pictometry Connect - CA - 50
Janna Baker
jbaker@tazewell.com
IL Tazewell (Primary Geofence)

SECOND PROJECT ACCUPLUS IMAGERY

Product:
Coverage Area Format:
Leaf:

AccuPLUS COMMUNITY 6in (9in Obliques) - Pict DTM - Per Sector
Shapefile
Leaf Off: Less than 30% leaf cover

IMAGERY

Product:
Leaf:

IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product:
Data Source -- Base:
Data Source Year -- Base:
Data Source -- Comparison:
Data Source Year -- Comparison:
Deck Identification:
Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

ChangeFinder - Change Detection using Orthomosaic Imagery; Digital Parcel File Provided
Pictometry Outlines
2019
Pictometry Imagery
2022
Included in Building Outlines

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

CONNECT

Product:
Admin User Name:
Admin User Email:
Geofence:

Pictometry Connect - CA - 50
Janna Baker
jbaker@tazewell.com
IL Tazewell (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- Disconnects in non-elevated surfaces generally caused by inaccurate elevation data.
- Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data.

- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
 - Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - Tornado:** areas affected by tornados rated EF4 and higher.
 - Terrorist:** areas affected by damage from terrorist attack.
 - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
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- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
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- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed, on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Illinois in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply: a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project; b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
4. Shared Ownership of Orthogonal Imagery and Building Outline Shapefile: The Customer shall own the copy of the orthogonal imagery and building outlines delivered by Pictometry pursuant to this Agreement. Such orthogonal imagery and building outlines shall not constitute Delivered Content for purposes of this Agreement. As such, Customer is free to use, reproduce, redistribute and resell copies of the orthogonal imagery and building outlines so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the orthogonal imagery and building outlines delivered pursuant to this Agreement that are in Pictometry's possession. As such Pictometry is free to use, reproduce, redistribute and resell copies of the orthogonal imagery and building outlines delivered pursuant this Agreement in any manner without any accounting to Customer. Except for the copy of the orthogonal imagery and building outlines delivered to Customer by Pictometry pursuant to this Agreement, all imagery (including associated metadata) and software delivered or otherwise made available to Customer pursuant to this Agreement constitute Delivered Content, Online Services or Pictometry Software, as appropriate, and are and shall remain the exclusive property of Pictometry, subject to the rights of Customer to use the Delivered Content, Online Services and the Pictometry Software pursuant to the licenses granted by Pictometry elsewhere in this Agreement.
5. Pictometry Connect – CA 50: The Customer may create up to 250 Authorized User accounts. At any given time, up to 50 Authorized User accounts may be logged in to Pictometry Connect.

[END OF NON-STANDARD TERMS AND CONDITIONS]

AccuPlus® Premium Ortho-MosaicProduct Overview:

Seamless ortho-mosaic produced from individual frames and tiled to customer's preferred tiling scheme.

Acquisition:

Flight plans will be prepared to capture image frames with nominal 60% forward overlap and nominal 30% sidelap in order to provide sufficient overlap for automatic aerial triangulation and mitigation of building lean in orthophotography produced. Source imagery will be acquired during times of optimal environmental conditions. Imagery will generally be captured when solar altitude is 30 degrees or greater and/or by using the most optimal four-hour window, except where capture season offers significantly longer window. Imagery will be acquired with ground free of snow cover and deciduous vegetation less than 30% of full bloom. Frames with clouds will be rejected and reflight. Any planned deviation from these conditions imposed by capture window constraints will be discussed with client prior to commencement of acquisition.

Camera:

Pictometry utilizes its USGS certified, custom designed mapping camera incorporating a Kodak sensor and custom designed photogrammetric lenses. The sensor is fully calibrated according to Pictometry's USGS approved calibration process. Pictometry's sensor provides a dynamic range of 12 bits per band, RGB (resampled to 8 bits during processing).

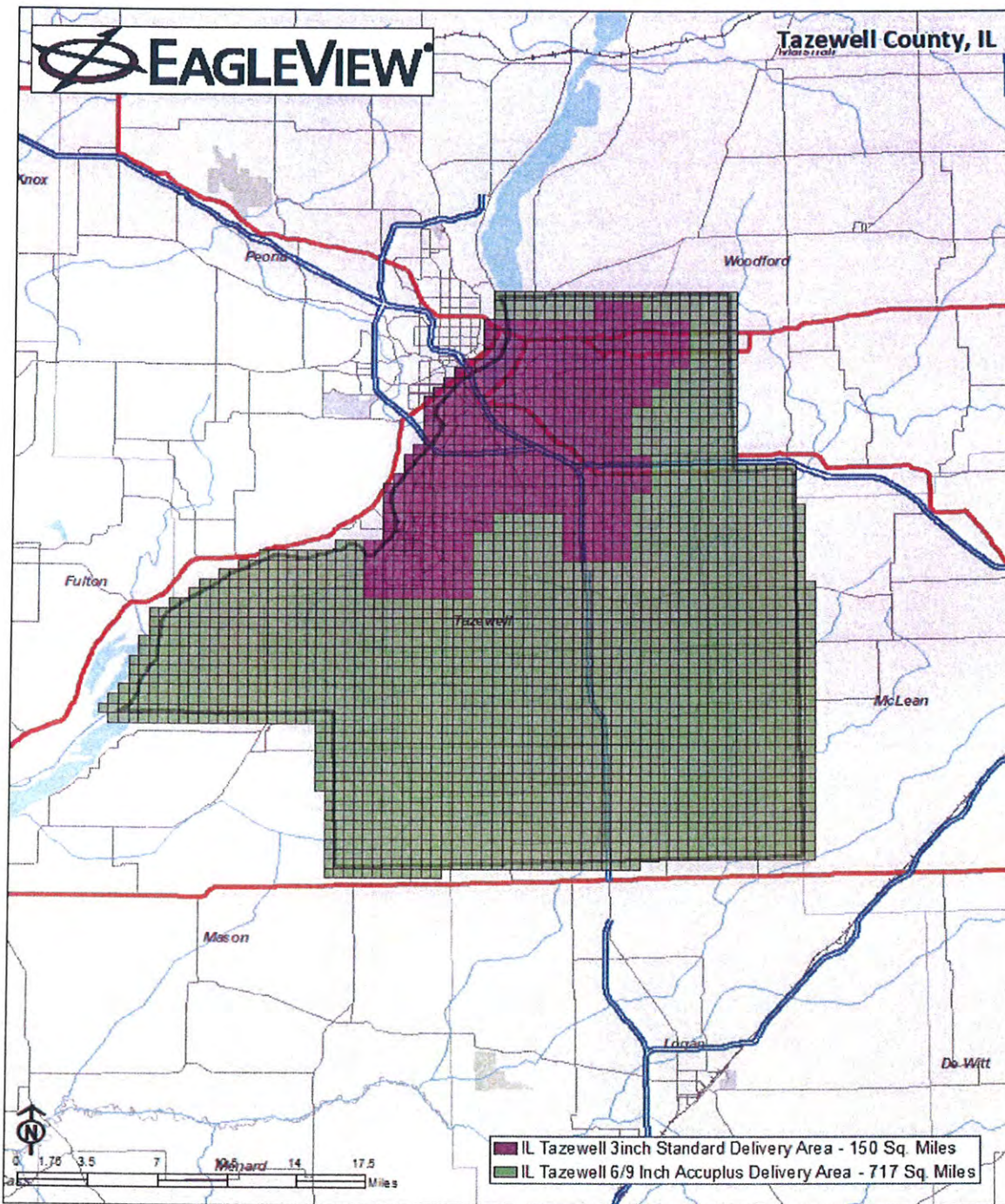
Ortho-Rectification:

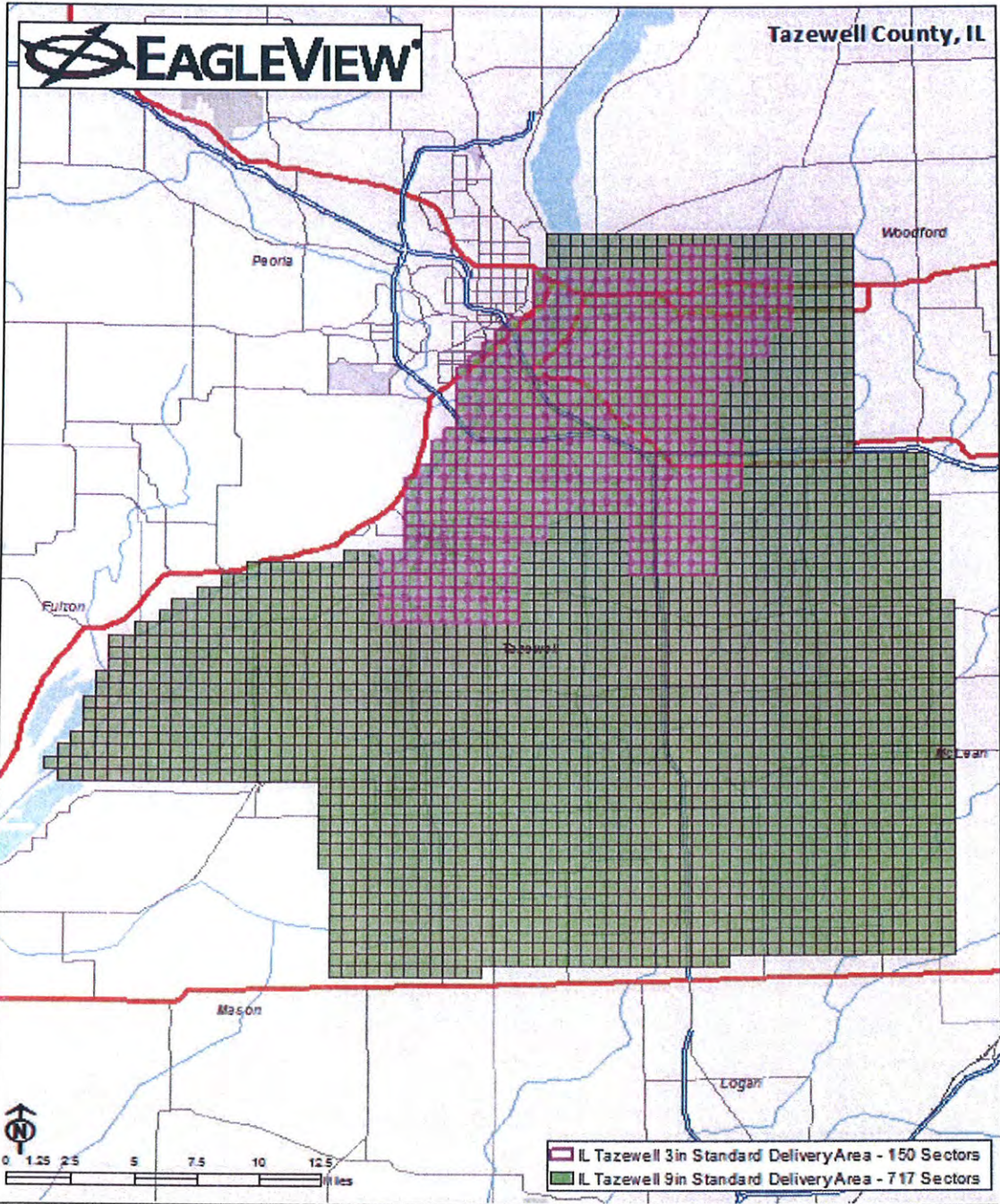
Prior to the production of orthophotography, Pictometry will perform automatic aerial triangulation, utilizing the directly observed Exterior Orientations (EOs) and ground control points (GCPs), measured by a licensed surveyor, for the purpose of orienting the individual frames for creation of the final ortho imagery. In addition to the GCPs, sophisticated matching techniques will be employed to automatically create tie points for use in performing a bundle adjustment. Pictometry will utilize best available Digital Terrain Models, combined with the calibrated camera interior orientations, ground control points, and triangulated EOs to rectify the images. When the rectification requires a resampling of the source imagery, a cubic convolution method will be utilized.

Mosaic:

Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Once the mosaic has been produced, the imagery will be tiled and named according to the customer provided (or Pictometry generated) schema for delivery.

SECTOR MAPS (2)





COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

Misty Dal

Nancy Probel

Zingales

Carroll Omig

Monica Connett

Lee Sam

[Signature]

[Signature]

[Signature]

R E S O L U T I O N

WHEREAS, the County Board has approved for an aerial photo acquisition project for the Spring of 2019 and has partnered with various Tazewell County Communities to offset costs of said project; and

WHEREAS, it has been determined that there are other forms of revenue to assist in the costs of the County's portion of the aerial project; and

WHEREAS, the GIS Department will be charging an annual fee of \$1,500.00 to all participating Tazewell County Assessment Jurisdictions to provide credentials for accessing the change detection online services, improved imagery resolution in the contiguous populous areas and new aerial imagery online services.

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

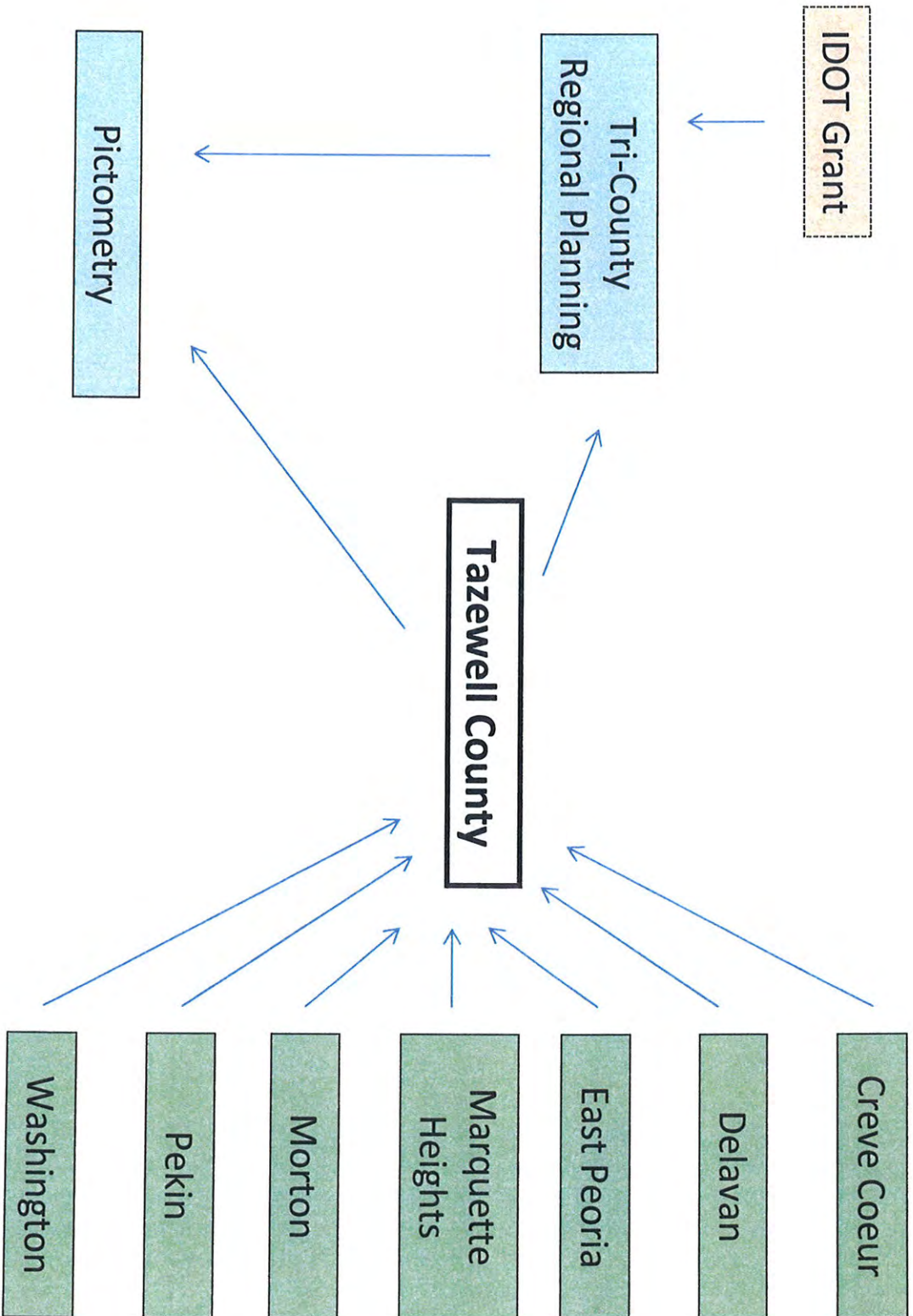
BE IT FURTHER RESOLVED that the County Clerk notifies Community Development, the GIS Department and Supervisor of Assessments of this action.

PASSED THIS 30TH DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



IDOT/TRI-COUNTY REGIONAL FLIGHT 6 INCH COLOR DIGITAL ORTHOPHOTOGRAPHY:

\$50,389

GRANT AMOUNT 80% IDOT

\$40,311

TAZEWELL COUNTY'S 20% LOCAL MATCH

\$10,077

CONTRACT FOR ADDITIONAL UPGRADES TO SHARE WITH PARTNERS:

\$165,896

20% LOCAL MATCH TO TRI-COUNTY

\$10,077

TOTAL:

\$175,973

COMMUNITY PARTNER SHARE

\$88,250

BALANCE TAZEWELL COUNTY'S SHARE:

\$87,724

*Summary cost share with final
version of contract*

Eagle View	Project
Full Cost	\$ 216,285
Grant	\$ (40,311)
Net Cost	\$ 175,974
County	\$ 87,724
Municipality	
Total	\$ 88,250

Eagleview Cost Breakdown per Jurisdiction

September 26, 2018

Jurisdiction	Improved Parcels	%	Amount
Creve Coeur	2,375	5.96%	\$ 5,262
Delavan	764	1.92%	\$ 1,693
East Peoria	10,188	25.58%	\$ 22,573
Marquette Heights	1,123	2.82%	\$ 2,488
Morton	6,288	15.79%	\$ 13,932
Pekin	13,016	32.68%	\$ 28,838
Washington	6,077	15.26%	\$ 13,464
Corp Totals	39,831	100.00%	\$ 88,250

Summary Cash Flow of 3-yr Eagle View Project

Year	FY19	FY20	FY21	Total
County Contract Expense	\$ 55,376	\$ 60,299	\$ 60,299	\$ 175,974
Municipality Income	\$ 48,810	\$ 19,720	\$ 19,720	\$ 88,250

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

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

Mindy Day

Nancy Proehl

Kim Gentry

Garrett Smith

Monica Connell

Greg Smith

[Signature]

[Signature]

[Signature]

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the Village of Creve Coeur to upgrade digital orthophotography: and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, the County will be partnering with the Village of Creve Coeur to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Supervisor of Assessments, the Auditor and the Village of Creve Coeur of this action.

PASSED THIS 30TH DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL
AND THE VILLAGE OF CREVE COEUR, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter “County”, is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the Village of Creve Coeur, Illinois, hereafter “Village”, is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the Village and County mutually desire to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Pictometry, to perform the project; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the Village to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$221,500; and

WHEREAS, the County has been awarded a grant through IDOT’s Statewide Planning and Research Funds in the amount of \$45,000 to be utilized for aerial flight funding therefore reducing the cost of all requested services and deliverables to \$176,500; and

WHEREAS, as result of partnering with other municipalities the County’s share of the digital orthophotography project will be \$88,250; and

WHEREAS, the Village has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,500 the Village has agreed to contribute their share of the cost totaling \$5,262 to be paid to the County over a 3 year period with annual installments of \$1,754 beginning upon project completion and at the time of delivery. Final payment shall be submitted by June 1, 2021.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the Village of Creve Coeur, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the Village shall reimburse the County for the Village's pro-rata share of the digital orthophotography based upon 2,375 improved parcels in the amount of \$5,262 to be paid to the County over a 3 year period with annual installments of \$1,754 beginning upon project completion and at the time of delivery. Final payment shall be submitted by June 1, 2021.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this _____ day of _____, 2019, with

Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present

COUNTY OF TAZEWell, ILLINOIS

David Zimmerman, Chairman

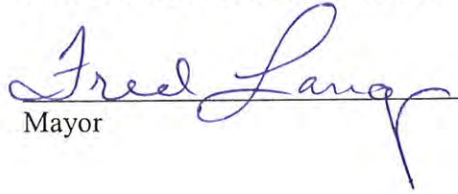
ATTEST:

County Clerk
Tazewell County

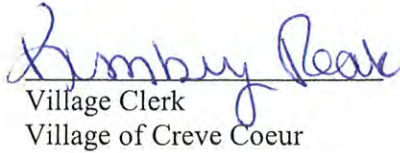
THIS AGREEMENT approved by the Village Board of the Village of Creve Coeur, Illinois at their regularly scheduled council meeting on this 12 day of December, 2019 with

Ayes, 5 Nays, 0 Absent, 1 Abstain, 0 Present 0

VILLAGE OF CREVE COEUR ILLINOIS


Mayor

ATTEST:


Village Clerk
Village of Creve Coeur

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

Mindy Day

Nancy Proche

Lori Holsting

Carroll Amig

Monica Connitt

[Signature]

[Signature]

[Signature]

[Signature]

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the City of Delavan to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, the County will be partnering with the City of Delavan to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Supervisor of Assessments, the Auditor and the City of Delavan of this action.

PASSED THIS 30TH DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL
AND THE CITY OF DELAVAN, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter "County", is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Delavan, Illinois, hereafter "City", is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Pictometry, to perform the project; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$221,500; and

WHEREAS, the County has been awarded a grant through IDOT's Statewide Planning and Research Funds in the amount of \$45,000 to be utilized for aerial flight funding therefore reducing the cost of all requested services and deliverables to \$176,500; and

WHEREAS, as result of partnering with other municipalities the County's share of the digital orthophotography project will be \$88,250; and

WHEREAS, the City has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,500 the City has agreed to contribute their share of the cost totaling \$1,693 to be paid to the County upon project completion and at the time of delivery.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of Delavan, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the digital orthophotography based upon 764 improved parcels in the amount of \$1,693 to be paid upon project completion and at the time of delivery.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this _____ day of _____, 2019, with

Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present _____

COUNTY OF TAZEWell, ILLINOIS

David Zimmerman, Chairman

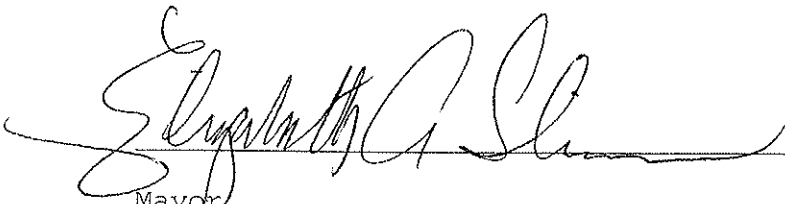
ATTEST:

County Clerk
Tazewell County

THIS AGREEMENT approved by the City Council of the City of Delavan, Illinois, at their regularly scheduled council meeting on this 18th day of December, 2018, with:

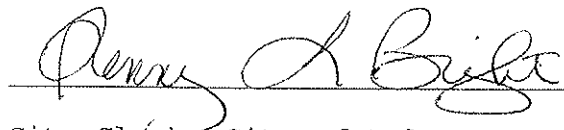
AYES: Hall, Heath, Bury, Johnson, Hultquist
NAYS: None
ABSENT: Braden
ABSTAIN: None
PRESENT: None

CITY OF DELAVAN, ILLINOIS



Mayor

ATTEST:



City Clerk, City of Delavan

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the City of East Peoria to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, the County will be partnering with the City of East Peoria to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Supervisor of Assessments, the Auditor and the City of East Peoria of this action.

PASSED THIS 30TH DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

RESOLUTION NO. 1819-103

East Peoria, Illinois

January 15, 2018 9

RESOLUTION BY COMMISSIONER _____

Sensburger

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF TAZEWELL, ILLINOIS FOR PARTICIPATION IN THE DIGITAL ORTHOPHOTOGRAPHY ACQUISITION PROJECT

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois and Section 5 of the Illinois Intergovernmental Cooperation Act authorize state and local governing bodies to cooperate in the performance of their services and responsibilities by contract and other agreements, and to combine, transfer or share powers by contract and other agreements; and

WHEREAS, the County of Tazewell, Illinois ("County"), and the City of East Peoria ("City"), desire to upgrade their digital orthophotography; and

WHEREAS, the County is partnering with various municipalities, including the City, to share in the cost of the digital orthophotography which will help reduce the costs to the City and as set forth under the terms and conditions of the Intergovernmental Agreement attached hereto labeled as "Exhibit A" ("Intergovernmental Agreement"); and

WHEREAS, updating the City's digital orthophotography will benefit the public and serve to assist this City in various functions including code enforcement, economic development, building inspections, and public safety; and

WHEREAS, partnering with the County for the procurement of the digital orthophotography is in the best interest of both the City and the County;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The findings and recitations hereinabove set forth are adopted and found to be true.

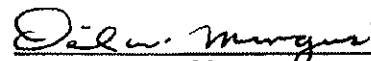
Section 2. The Intergovernmental Agreement attached hereto as Exhibit A is hereby approved.

Section 3. The Mayor and City Clerk are authorized and directed to execute and enter into the Intergovernmental Agreement with the County of Tazewell, Illinois (Exhibit A) for the procurement of updated digital orthophotography, together with such changes

therein as the Mayor in his discretion deems appropriate; provided, however, that the City of East Peoria shall have no obligation under the Agreement until such time as an executed original of such document has been delivered to Tazewell.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

APPROVED:



Mayor

ATTEST:



City Clerk

Exhibit A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF TAZEWELL
AND THE CITY OF EAST PEORIA**

THIS AGREEMENT made and entered into on or as of the 15th day of January, 2018, by and between Tazewell County, Illinois (the "County") and the City of East Peoria, Illinois (the "City").

WHEREAS, the County of Tazewell is a body politic and corporate, organized under the laws of the State of Illinois; and

WHEREAS, the City of East Peoria, Illinois, is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to upgrade their digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Pictometry, to perform the project; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$221,500; and

WHEREAS, the County has been awarded a grant through IDOT's Statewide Planning and Research Funds in the amount of \$45,000 to be utilized for aerial flight funding therefore reducing the cost of all requested services and deliverables to \$176,500; and

WHEREAS, as result of partnering with other municipalities the County's share of the digital orthophotography project will be \$88,250; and

WHEREAS, the City has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the County's cost of \$176,500, the City has agreed to contribute a total amount of \$22,573 to be paid to the County over a 3-year period, in annual installments of \$7,524 beginning upon project completion and at the time of delivery (expected mid-2019), but in no event before April 30, 2019. Final payment shall be submitted by June 1, 2021.

NOW THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual promises and agreements herein set forth, the County of Tazewell and the City of East Peoria, Illinois, agree as follows:

1. **Recitals.** That the foregoing recitals set forth above are true, accurate and factual, and incorporated hereto.
2. **Obligation of Parties.**
 - (1) That the County shall provide to the City, through its agreement with Pictometry, digital orthophotography; and
 - (2) That the City shall reimburse the County for its participation in the digital orthophotography project based upon 10,188 improved parcels in the amount of \$22,573 to be paid over a 3-year period with annual installments of \$7,524 beginning upon project completion and at the time of delivery, but in no event before April 30, 2019. The final payment shall be submitted to the County by June 1, 2021. The City shall notify the County, in writing, that it is terminating this Agreement.
3. **Termination.** Should the County, for any reason fail to provide to the City the digital orthophotography as described above, this Agreement shall terminate and the City shall be not be responsible for any payments under this Agreement.
4. **Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties and by the execution of said amendment by the parties or their successors in interest.
5. **No Other Agreements.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.
6. **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
7. **Consent.** Except as otherwise provided herein, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or unduly delayed.
8. **Paragraph Headings.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.
9. **Severability.** If any provision, covenant, or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants, or

portion of this Agreement are declared to be severable).

10. **Applicable Law.** This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.
11. **Notices.** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

to the City: City of East Peoria
 Attention: Mayor
 401 W. Washington Street
 East Peoria, IL 60611

To the County: County of Tazewell
 Attention: Chairman, County Board
 334 Elizabeth
 Pekin, IL 61554

or to such replacements parties as may from time to time be identified by written notice.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this _____ day of _____, 2019, with

Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present

COUNTY OF TAZEWELL, ILLINOIS

David Zimmerman, Chairman

ATTEST:

County Clerk
Tazewell County

THIS AGREEMENT approved by the City Council of the City of East Peoria, Illinois at their regularly scheduled council meeting on this 15th day of January, 2019, with

Ayes, 5 Nays, Absent, Abstain, Present

CITY OF EAST PEORIA, ILLINOIS

Daniel W. Magnani
Mayor

ATTEST:

Morgan D. Casavade
City Clerk
City of East Peoria

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

Mindy Day

Nancy Frazer

Kim Joesting

Carroll Jursig

Monica Cornett

[Signature]

[Signature]

[Signature]

[Signature]

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the City of Marquette Heights to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, the County will be partnering with the City of Marquette Heights to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Supervisor of Assessments, the Auditor and the City of Marquette Heights of this action.

PASSED THIS 30TH DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEVELL
AND THE CITY OF MARQUETTE HEIGHTS, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter "County", is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Marquette Heights, Illinois, hereafter "City", is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Pictometry, to perform the project; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$221,500; and

WHEREAS, the County has been awarded a grant through IDOT's Statewide Planning and Research Funds in the amount of \$45,000 to be utilized for aerial flight funding therefore reducing the cost of all requested services and deliverables to \$176,500; and

WHEREAS, as result of partnering with other municipalities the County's share of the digital orthophotography project will be \$88,250; and

WHEREAS, the City has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,500 the City has agreed to contribute their share of the cost totaling \$2,488 to be paid to the County over a 3 year period of annual installments of \$829.00 beginning upon project completion and at the time of delivery. Final payment shall be submitted by June 1, 2021.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of Marquette Heights, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the digital orthophotography based upon 1,123 improved parcels in the amount of \$2,488 to be paid over a 3 year period with annual installments of \$829.00 beginning upon project completion and at the time of delivery. Final payment shall be submitted by June 1, 2021.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this _____ day of _____,

2019, with

Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present _____

COUNTY OF TAZEWEILL, ILLINOIS

David Zimmerman, Chairman

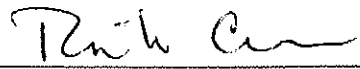
ATTEST:

County Clerk
Tazewell County

THIS AGREEMENT approved by the City Council of the City of Marquette Heights, Illinois at their regularly scheduled council meeting on this 14th day of January, 2019 with

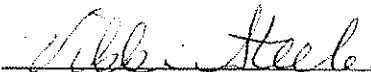
Ayes, 5 Nays, 0 Absent, 0 Abstain, 1 Present 6

CITY OF MARQUETTE HEIGHTS ILLINOIS



Mayor

ATTEST:



City Clerk
City of Marquette Heights

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the Village of Morton to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, the County will be partnering with the Village of Morton to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Supervisor of Assessments, the Auditor and the Village of Morton of this action.

PASSED THIS 30TH DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL
AND THE VILLAGE OF MORTON, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter “County”, is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the Village of Morton, Illinois, hereafter “Village”, is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the Village and County mutually desire to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Pictometry, to perform the project; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the Village to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$221,500; and

WHEREAS, the County has been awarded a grant through IDOT’s Statewide Planning and Research Funds in the amount of \$45,000 to be utilized for aerial flight funding therefore reducing the cost of all requested services and deliverables to \$176,500; and

WHEREAS, as result of partnering with other municipalities the County’s share of the digital orthophotography project will be \$88,250; and

WHEREAS, the Village has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,500 the Village has agreed to contribute their share of the cost totaling \$13,932 to be paid to the County upon project completion and at the time of delivery.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the Village of Morton, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the Village shall reimburse the County for the Village's pro-rata share of the digital orthophotography based upon 6,288 improved parcels in the amount of \$13,932 upon project completion and at the time of delivery.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this _____ day of _____, 2019, with
Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present _____

COUNTY OF TAZEWELL, ILLINOIS

David Zimmerman, Chairman


ATTEST:

County Clerk
Tazewell County

THIS AGREEMENT approved by the Village Council of the Village of Morton, Illinois at their regularly scheduled council meeting on this 17th day of December, 2019, with

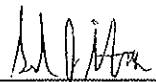
Ayes, 5 Nays, _____ Absent, 1 Abstain, _____ Present

VILLAGE MORTON, ILLINOIS



Village President

ATTEST:



Village Clerk
Village of Morton

RESOLUTION NO. 16-19

**RESOLUTION APPROVING INTERGOVERNMENTAL COOPERATION
AGREEMENT BETWEEN THE COUNTY OF TAZEVELL AND THE VILLAGE OF MORTON**

WHEREAS, the Village and Tazewell County desire to upgrade digital orthophotography;
and

WHEREAS, there has been presented to the Village a proposed Agreement to be entered into.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. That the Intergovernmental Cooperation Agreement Between the County of Tazewell and the Village of Morton (the "Agreement") in the form as attached to this Resolution is approved.

2. That the Village President and Village Clerk are authorized and directed to execute the Agreement.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this 17th day of December, 2018; and upon roll call the vote was as follows:

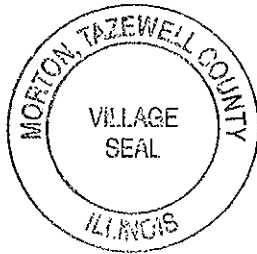
AYES: Belsley, Blunier, Hear, Newman, Parrott

NAYS:

ABSENT: Leman

ABSTAINING:

APPROVED this 17th day of December, 2018.



Jeffrey L. Kaufman
President

ATTEST:

[Signature]
Village Clerk

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

Mindy Day

Nancy Pruch

Kim Peterson

Carroll Oms

Monica Cornett

Ray Smith

[Signature]

[Signature]

[Signature]

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the City of Pekin to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, the County will be partnering with the City of Pekin to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Supervisor of Assessments, the Auditor and the City of Pekin of this action.

PASSED THIS 30TH DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

RESOLUTION NO. 131-18/19

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEVELL
AND THE CITY OF PEKIN , ILLINOIS**

WHEREAS, the County of Tazewell, hereafter “County”, is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Pekin, Illinois, hereafter “City”, is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Pictometry, to perform the project; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$221,500; and

WHEREAS, the County has been awarded a grant through IDOT’s Statewide Planning and Research Funds in the amount of \$45,000 to be utilized for aerial flight funding therefore reducing the cost of all requested services and deliverables to \$176,500; and

WHEREAS, as result of partnering with other municipalities the County’s share of the digital orthophotography project will be \$88,250; and

WHEREAS, the City has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,500 the City has agreed to contribute their share of the cost totaling \$28,838 to be paid to the County over a 3 year period of annual installments of \$9,612 beginning upon project completion and at the time of delivery. Final payment shall be submitted by June 1, 2021.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of Pekin, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the digital orthophotography based upon 13,016 improved parcels in the amount of \$28,838 to be paid over a 3 year period with annual installments of \$9,612 beginning upon project completion and at the time of delivery. Final payment shall be submitted by June 1, 2021.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this _____ day of _____, 2019, with

Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present _____

COUNTY OF TAZEWEILL, ILLINOIS

David Zimmerman, Chairman

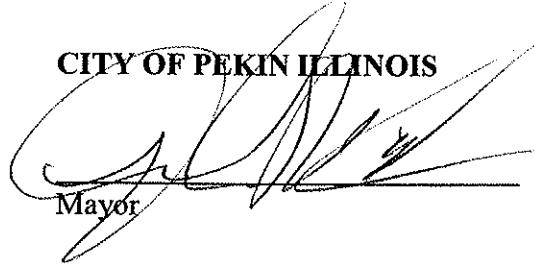
ATTEST:

County Clerk
Tazewell County

THIS AGREEMENT approved by the City Council of the City of Pekin, Illinois at their regularly scheduled council meeting on this 14th day of January, 2019, with

Ayes, 6 Nays, 1 Absent, 0 Abstain, 0 Present

CITY OF PEKIN ILLINOIS



Mayor

ATTEST:

Sue^W McMillan
City Clerk
City of Pekin

RESOLUTION NO. 131-18/19

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL
AND THE CITY OF PEKIN , ILLINOIS**

WHEREAS, the County of Tazewell, hereafter “County”, is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Pekin, Illinois, hereafter “City”, is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Pictometry, to perform the project; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$221,500; and

WHEREAS, the County has been awarded a grant through IDOT’s Statewide Planning and Research Funds in the amount of \$45,000 to be utilized for aerial flight funding therefore reducing the cost of all requested services and deliverables to \$176,500; and

WHEREAS, as result of partnering with other municipalities the County’s share of the digital orthophotography project will be \$88,250; and

WHEREAS, the City has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,500 the City has agreed to contribute their share of the cost totaling \$28,838 to be paid to the County over a 3 year period of annual installments of \$9,612 beginning upon project completion and at the time of delivery. Final payment shall be submitted by June 1, 2021.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of Pekin, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the digital orthophotography based upon 13,016 improved parcels in the amount of \$28,838 to be paid over a 3 year period with annual installments of \$9,612 beginning upon project completion and at the time of delivery. Final payment shall be submitted by June 1, 2021.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this _____ day of _____, 2019, with

Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present _____

COUNTY OF TAZEWell, ILLINOIS

David Zimmerman, Chairman

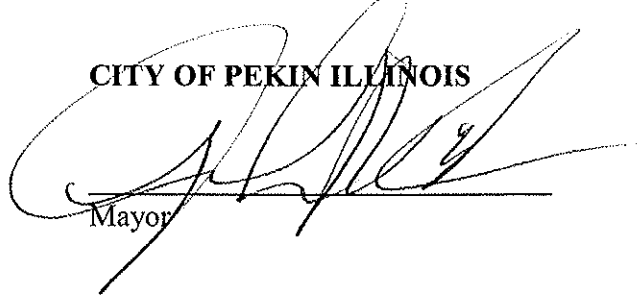
ATTEST:

County Clerk
Tazewell County

THIS AGREEMENT approved by the City Council of the City of Pekin, Illinois at their regularly scheduled council meeting on this 14th day of January, 2019, with

Ayes, 6 Nays, 1 Absent, 0 Abstain, 0 Present

CITY OF PEKIN ILLINOIS



Mayor

ATTEST:

Seeth McMillan
City Clerk
City of Pekin



COUNCIL/MANAGER
GOVERNMENT

City of Pekin

OFFICE OF THE CITY CLERK
SUE E. MCMILLAN

111 SOUTH CAPITOL STREET PEKIN, ILLINOIS 61554 (309) 477-2300 FAX (309) 346-2095

TRANSMITTAL SHEET

DATE:

January 15, 2019

FROM:

Sue E. McMillan
City Clerk

TO:

Tazewell County
Kristal L. Deininger

COMPANY:

Tazewell County
Hand Delivered by Michael Guerra
City of Pekin Engineer

SUBJECT:

Intergovernmental Cooperation Agreement
For digital orthophotography

COMMENTS:

Attached are 2 originals of the above contract approved by the Pekin City Council at the meeting on January 14, 2019. Please have Chairman Zimmerman sign and return one original agreement to my attention for the City of Pekin files.

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

Mindy Day

Nancy Proehl

Kim Holsting

Carroll Jones

Monica Cornett

Lee Ann

[Signature]

[Signature]

[Signature]

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the City of Washington to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, the County will be partnering with the City of Washington to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Supervisor of Assessments, the Auditor and the City of Washington of this action.

PASSED THIS 30TH DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL
AND THE CITY OF WASHINGTON, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter “County”, is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Washington, Illinois, hereafter “City”, is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to upgrade digital orthophotography; and

WHEREAS, Tri-County Regional Planning Commission on the behalf of Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional digital orthophotography acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Pictometry, to perform the project; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$221,500; and

WHEREAS, the County has been awarded a grant through IDOT’S Statewide Planning and Research Funds in the amount of \$45,000 to be utilized for aerial flight funding therefore reducing the cost of all requested services and deliverables to \$176,500; and

WHEREAS, as result of partnering with other municipalities the County’s share of the digital orthophotography project will be \$88,250; and

WHEREAS, the City has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,500 the City has agreed to contribute their share of the cost totaling \$13,464 to be paid to the County upon project completion and at the time of delivery.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of Washington, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the digital orthophotography based upon 6,077 on improved parcels in the amount of \$13,464 to be paid upon project completion and at the time of delivery.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this _____ day of _____, 2019, with
Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present _____

COUNTY OF TAZEWEILL, ILLINOIS

David Zimmerman, Chairman

ATTEST:

County Clerk
Tazewell County

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND COUNTY OF TAZEWELL FOR UPGRADED DIGITAL ORTHOPHOTOGRAPHY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. That the Intergovernmental Agreement between the City of Washington and the County of Tazewell for upgraded digital orthophotography, a copy of which is attached hereto as Exhibit A, and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit A, and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

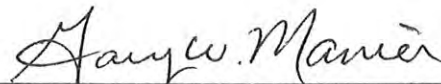
Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this 7th day of January, 2019.

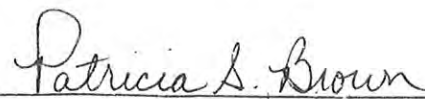
AYES: Adams, Brownfield, Brucks, Butler, Cobb, Dingledine, Gee, Moss

NAYS: -0-



Mayor

ATTEST:



City Clerk

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:

_____	_____
<i>Mindy Day</i>	<i>[Signature]</i>
<i>Nancy Leigh</i>	<i>[Signature]</i>
<i>Kimberly</i>	<i>[Signature]</i>
<i>Monica Cornett</i>	<i>[Signature]</i>

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached lease agreements with GreenKey Solar, LLC; and

WHEREAS, the lease agreements are for a two phase solar project on county property in Tremont to be known as Pearl Street Solar 1, LLC and Pearl Street Solar 2, LLC.

THEREFORE BE IT RESOLVED that the County Clerk notify the County Board Office, Community Development and the Auditor of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COVER SHEET

OPTION AND LEASE AGREEMENT

Effective Date	January ____, 2018	
Lease Commencement Date		
Lessor	TAZEWELL COUNTY, ILLINOIS	
Lessee	PEARL ST SOLAR 2, LLC	
Property Address	21314 IL RTE 9, TREMONT, IL 61568 (Parcel Number: 11-11-14-200-001)	
Option Payment	One Thousand Dollars (\$1,000.00)	
First Additional Option Payment	One Thousand Dollars (\$1,000.00)	
Second Additional Option Payment	One Thousand Dollars (\$1,000.00)	
Option Term	Five Hundred Forty (540) days from the Effective Date, subject to Lessee's option to extend the Option Term for up to two (2) additional and successive periods of Three Hundred Sixty Five (365) days each.	
Rent	One Thousand Dollars (\$1,000.00) per acre per lease year with a 2% annual escalator beginning after the 5 th year (beginning in Year 6) as set out on Exhibit G attached hereto.	
Lease Term	The term commencing on the date of delivery of the Exercise Notice and ending on the Expiration Date, subject to Lessee's option to extend the Lease Term for up to four (4) additional and successive periods of five (5) years each.	
Expiration Date	The date that is twenty (20) years from the Commercial Operation Date, as may be extended pursuant to this Agreement.	
Addresses for Notices	<u>Lessee:</u> Pearl St Solar 2, LLC c/o GreenKey Solar, LLC 73 W Monroe Chicago, IL 60603 Attn: John H. Strader <u>With a copy to:</u> legal@greenkeysolar.com	<u>Lessor:</u> County of Tazewell, Illinois Tazewell County Board 11 S. 4 th Street Pekin, IL 61554 Attn: County Board Chairman Attn: County Administrator

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement (this “*Agreement*”) is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a “*Party*” and together, the “*Parties*”).

RECITALS

A. Lessor owns the real property, together with any rights, benefits and easements appurtenant to such real property more particularly described in the attached Exhibit A (the “*Property*”).

B. Lessee desires to obtain, the exclusive right to occupy a portion of the Property (the “*Land*”) and, if applicable, the Easements (the Easements together with the Land are collectively referred to as the “*Premises*”) more particularly described in the attached Exhibit B, and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain, and operate one or more solar photovoltaic electric power generating and storage Systems as well as ancillary buildings, structures, fixtures, or enclosures necessary or desirable in connection therewith to be located upon, under, on and within the Premises, or any portion thereof and all rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, Lessee and Lessor hereby agree to and intend to be bound by the foregoing recitals and as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to them on the Cover Sheet or in the attached Exhibit C.

2. Access to Property. Commencing on the Effective Date and throughout the Option Term, Lessee and its employees, agents, contractors and current or potential lenders or investors, shall have the right to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations that Lessee deems necessary or advisable to assess the feasibility of the Property for the construction and operation of the System (“*Tests*”). During the Lease Term, Lessee shall have exclusive access to the Land and non-exclusive access to the Easements to design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System. Lessor shall not interfere with the Tests during the Option Term and during the Lease Term, Lessor shall not enter on the Land or interfere with the installation of the System, move, adjust, alter, tamper with, or otherwise handle any Lessee equipment or any component of the System.

3. Option to Lease the Premises.

(a) Grant of Option. Lessor hereby grants to Lessee the exclusive option to lease all or a portion of the Land and acquire the Easements on the terms and conditions set forth in this Agreement (the “*Option*”).

(b) Time and Manner of Exercise of the Option. The Option shall be for an initial term of five hundred forty (540) days after the Effective Date (as it may be extended, the “*Option Term*”). The Option Term may be extended by Lessee for up to two (2) additional three hundred sixty-five (365) day periods upon notice to Lessor within thirty (30) days of the end of the then-current Option Term.

(c) Option Payment. Lessee shall pay to Lessor the Option Payment within forty-five (45) Business Days after the Effective Date of this Agreement, and any Option extension payments are to be paid within thirty (30) days of the end of the then-current Option Term; provided that Lessor, its successors, assigns and/or designee, if any, has submitted to Lessee any documents reasonably required by

Lessee in connection with the payment of the Option Payment, including, without limitation, an IRS Form W-9. The Option Payments and any Option extension payments shall be credited against Rent.

(d) Lessor Cooperation. During the Option Term and throughout the Lease Term, Lessee shall be permitted to engage in, and Lessor shall not obstruct Lessee from engaging in, activities such as (i) the performance of Tests, at Lessee's expense, (ii) the application by Lessee to obtain, at Lessee's expense, all licenses, and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities, including any approvals required to obtain a tax abatement for the Premises, as may be applicable, to be sought by Lessee in connection with the construction, operation and maintenance of the Systems, (collectively, "**Governmental Approvals**"), (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses, and Permits or authorizations that relate to the Premises, and (iii) presenting to Lessor a proposal for any amendments to this Agreement that are reasonably necessary to accommodate the System, or to facilitate an assignment pursuant to Section 21. Lessor agrees and acknowledges that any amendment to the Agreement pursuant to this Section 3(d) that does not materially increase any obligation or materially decrease any right of Lessor hereunder, shall not result in adjustment of the Rent unless otherwise required under this Agreement. In the event that a utility company requires an easement in connection with Lessee's use of the Premises during the Option Term or Lease Term, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form.

(e) Use of the Property. During the Option Term, Lessor may continue to use the Property in the ordinary course, *provided, however*, Lessor shall not commit waste on the Property or otherwise materially change the Property, nor will Lessor agree to grant or permit any easement, lease, license, right of access or other possessory right in the Premises to any third party without the prior written consent of Lessee. Notwithstanding the foregoing, if Lessor leases the Property to a third party during the Option Term, such lease shall be terminable upon thirty (30) days' notice such that upon notice from Lessee that it will exercise the Option ("**Pre-Exercise Notice**") and/or start construction, Lessor shall terminate any lease on the Property and such termination shall be effective in no more than thirty (30) days. If crops have been planted on the Property by Lessor or Lessor's tenant, and such crops will not be harvested within thirty (30) days of receiving the Pre-Exercise Notice, Lessee shall reimburse Lessor or Lessor's tenant for the value of the crops located within the Premises ("**Crop Compensation**"). Crop Compensation will be calculated by multiplying the acreage of crop land by Nine Hundred Dollars (\$900) per acre. Crop Compensation shall be pro-rated for partial acres affected. Lessee will make any Crop Compensation payment to Lessor or Lessor's tenant within thirty (30) days of delivery of the Pre-Exercise Notice. If the Pre-Exercise Notice is delivered prior to the planting of crops, but after other farming expenses have been incurred (such as, but not limited to fertilizer, seed, spraying chemicals, labor, and/or fuel) that are directly tied to the planting of crops on the Premises, Lessee shall reimburse Lessor or Lessor's tenant for the value of these incurred expenses ("**Pre-Crop Planting Compensation**"). However, the sum of Crop Compensation and Pre-Crop Planting Compensation will, under no circumstance, exceed the value of multiplying the acres of crop land by Nine Hundred Dollars (\$900) per acre. Pre-Crop Planting Compensation shall be pro-rated for partial acres affected. Lessee will make any Pre-Crop Planting Compensation payment to Lessor or Lessor's tenant within thirty (30) days of delivery of the Pre-Exercise Notice.

4. Exercise of Option; Lease; Easements; and Related Rights.

(a) Exercise of Option. In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the "**Exercise Notice**") prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the "**Lease Commencement Date**").

(b) Lease. Subject to receipt of the Exercise Notice, Lessor hereby leases and grants

to Lessee, for the Lease Term of twenty (20) years as may be extended for up to four (4) five-year periods pursuant to Section 7 below, the exclusive rights to the Land together with all right, title and interest of Lessor in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove the System for the generation, storage and distribution of electrical power.

(c) Easement. If noted on Exhibit B, Lessor hereby grants to Lessee a non-exclusive, appurtenant easement on, under, over, across and through the Property in the locations more particularly described on the attached Exhibit B, for the Lease Term, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove at all times on a 24-hours-a-day, 7-days-a-week basis (i) a road ("Access Easement") and (b) utility and communication infrastructure, including without limitation poles, supporting towers, guys and anchors, fibers, cables and other conductors and conduits, and pads, transformers, switches, vaults and cabinets, and related equipment to connect the System to the local electric distribution system, together with the right of access to the utility infrastructure over the Property, for any purpose reasonably connected with the Project (the "Utility Easement"). Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for the Lease Term, an easement for ingress, egress and related rights over the Property and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the "easement" and together with the Access Easement and the Utility Easement, the "Easements"). If Lessee determines in its reasonable discretion that any additional easements across the Property are necessary, useful or appropriate for the construction and/or operation of the System, Lessor shall fully cooperate in granting or agreeing to such easements by amendment to this Agreement or by separate agreement and recordation of same.

(d) Utilities. Separate meters for such utilities shall be installed at Lessee's expense and Lessee shall be responsible for all utility expenses. Lessor grants Lessee the right to install, use, modify, and remove water lines, sewer lines, storm water lines, overhead, and/or underground power lines, fuel lines, telephone and communication lines, pipelines, conveyors, and drainage ditches and/or canal systems within the Premises as are reasonably required for operation of the System, and use or modify the existing lines, ditches, and canal systems as may be reasonably required subject to Lessor's prior consent, which shall not be unreasonably delayed, conditioned, or withheld and given within ten (10) days of notification or otherwise deemed approved.

(e) The Parties recognize that the descriptions of the Premises are based on preliminary site discovery information, and that these descriptions shall be modified via amendment prior to construction. As such, Lessor hereby agrees to execute any amendment to this Agreement proposed by Lessee which modifies the Premises, including reducing the size of the Premises and/or splitting the Premises into two or more to accommodate two or more systems and entering into multiple leases, provided that such amendment is reasonably necessary to accommodate (i) the System as designed, or (ii) the System as modified by Lessee to comply with the requirements of any Governmental Authority or the Local Electric Utility, including, but not limited to, entering into an amendment in the form attached hereto as Exhibit F. For the avoidance of doubt, under no circumstances shall Lessor be entitled to any increase in Rent or other additional compensation under this Agreement as a result of an amendment to the description of the Premises.

5. Rents & Payments.

(a) Milestone Payment. Lessee shall pay to Lessor Five Thousand Dollars (\$5,000) within thirty (30) Business Days after the Lease Commencement Date.

(b) Rent. Lessee shall pay to Lessor Rent equal to the applicable per acre rental fee identified on the Exhibit G attached hereto multiplied by the number of acres included in the Premises. The

minimum Premises acreage shall be no less than 12.50 acres. Lessee shall pay to the Lessor Rent during the period commencing on the Commercial Operation Date and ending on the Expiration Date (the "**Operation Term**"). Notwithstanding the foregoing, in no event shall Rent commence later than two (2) years after the Lease Commencement Date. Rent will be paid within 60 business days after the utility issues a permission to operate, or equivalent notification, and Lessee will provide proof of such notification to Lessor within fifteen (15) days of issuance. Rent shall be due annually beginning on the Commercial Operation Date and on every one (1) year anniversary thereof during the Operation Term, and prorated for partial periods if Rent commences prior to the Commercial Operation Date. In the event this Agreement is terminated by Lessee in accordance with this Agreement prior to the Expiration Date, pre-paid Rent shall be non-refundable, unless Lessee terminates the Agreement pursuant to Section 18 or Section 22. Each Party, its successors, assigns and/or designee, if any, shall submit to the other Party any documents reasonably required by the other Party in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(c) Late Payments. If any payment is not paid when due under this Agreement, it shall earn interest at the rate of the lesser of (i) one percent (1%) per month (and pro-rated for a partial month) and (ii) the maximum amount allowed by law from the time when the payment was due until the time it is paid.

6. **Term and Termination; Removal.**

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended, unless otherwise terminated pursuant to this Agreement.

(b) Lessee shall have the right, in its sole discretion, to terminate this Agreement at any time prior to the Commercial Operation Date.

(c) Except in the event of a termination by Lessee for an uncured Event of Default by the Lessor, if this Agreement expires or is terminated, Lessee shall decommission and remove the System and any ancillary structures and repair any damage caused to the Premises by the installation or removal of the System or any ancillary structures ("**System Removal**"). Lessor agrees that Lessee's obligation of System Removal constitutes removal of all above-ground improvements, including all roads installed by Lessee and screws connecting the System to the ground, and repair of any damage caused to the Premises by Lessee, but does not include removal of below-ground improvements or an obligation to grade the Premises or alter the contour of the land. Lessee shall perform System Removal on or before the Removal Date at Lessee's sole expense. In connection with the System Removal, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with access to the Premises until the Removal Date. In the event Lessee fails to complete the System Removal by the Removal Date, Lessor may provide notice to Lessee stating that Lessee has failed to complete System Removal (the "**Abandonment Notice**"). If Lessee fails to complete the System Removal within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to complete System Removal to the satisfaction of Lessor, in which case Lessee shall reimburse Lessor for all costs of such System Removal. Lessor shall retain all rights and remedies at law and equity to enforce System Removal and seek damages for the failure to remove the System as provided herein in the event that Lessee fails to complete System Removal within sixty (60) days after receipt of the Abandonment Notice. Upon expiration or termination of this Lease, the Lessee will also comply with the restoration requirements imposed under the provisions of any Agricultural Impact Mitigation agreement (AIMA) entered into by Lessee and the Illinois Department of Agriculture.

7. **Extension Option.** Lessee shall have the option to extend the Lease Term ("**Extension Option**") for up to four (4) additional and successive periods of five (5) years each beginning on the day following the Expiration Date of the then-current Lease Term (each an "**Extension Term**"), by giving notice (the "**Extension Exercise Notice**") to Lessor not less than ninety (90) days prior to the then-current Expiration Date, and without the requirement of any further action on the part of either Lessor or Lessee.

8. **System Construction and Maintenance.** Throughout the Lease Term and through the Removal Date, Lessee shall have the right to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Agreement, including, without limiting the generality of the foregoing, the right (i) to design, construct, install, and operate the System, (ii) to maintain, clean, repair, replace, add to, remove or modify the System or any part thereof as determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws, (iii) to use any and all appropriate means of restricting access to the System and Premises, including without limitation, the construction of a fence, and (iv) to permanently grub and grade the Premises and to permanently remove and/or clear any trees, vegetation, structures, rocks, watercourses (to the extent permissible) or other encumbrances existing on the Premises determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, and maintenance of the System, and System Removal.

9. **Permits.** Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits.

10. **Statutory and Regulatory Compliance.** Lessee, the Lessee Parties, Lessor and the Lessor Parties shall each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

11. **Lessee's Ownership of Systems and Output.** The Systems are personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee or its designees shall be the legal and beneficial owners of the applicable Systems at all times and Lessor shall have no right, title or interest in any of the Systems or any component thereof, notwithstanding that any such Systems may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises which could reasonably be construed as attaching to the Systems as a fixture of the Property or Premises, Lessor shall use best efforts to provide a disclaimer or release from such lien holder in form and substance reasonably satisfactory to Lessee and any Financing Party. Lessor, as the fee owner of the Property, consents to the filing by Lessee of a disclaimer of the Systems as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Lessor acknowledges and agrees that Lessee or its designees, as applicable, are the exclusive owners of all electricity and all utility credits generated by the System and owners of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by the Systems will be connected to the distribution grid and sold by Lessee to third parties and will not be available to Lessor or any other occupant at the Property.

12. **Representation and Warranties of the Parties as to Authorization and Enforceability.** Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage, lease, easement, encumbrance, right, restriction, or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. Each Party represents and warrants the Agreement constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

13. **Representations, Warranties and Covenants of the Lessor**

(a) **No Conflict.** Lessor represents and warrants that the execution, delivery and performance by it of this Agreement does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Agreement. Each Person signing this Agreement on behalf of Lessor is authorized to do so.

(b) **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has (i) a lawful fee simple interest in title to the Property, including the Premises, subject to any mortgages of record that may exist, and (ii) that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor, at its sole cost and expense, shall comply with all restrictive covenants or other title exceptions affecting the Premises to the extent that the same are applicable to the Premises or to the extent that the same would, if not complied with or performed, impair or prevent the continued use, occupancy and operation of the Premises for the purposes set forth in this Agreement and Lessor agrees to take all action necessary to eliminate such interference. In the event Lessor fails to comply with this provision, Lessee may (x) terminate this Agreement, (y) take all necessary steps to bring Lessor into compliance with any restrictive covenants or title exceptions which, if not complied with, would impair or prevent Lessee from exercising its rights under this Agreement, and Lessor shall be responsible for all costs incurred by Lessee for such actions, and/or (z) pursue any other remedies available under this Agreement, at law, and/or at equity.

(c) **Defects.** Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. Lessor agrees that Lessor will execute and deliver to Lessee any documents reasonably required by the title insurance company within five (5) Business Days after presentation of said documents by Lessee; *provided, however*, in no event will such documents materially increase any obligation or materially decrease any right of Lessor hereunder.

(d) **Transfers.** Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Property unless Lessor shall have given Lessee at least thirty (30) days' prior notice thereof, which notice shall identify the transferee, the area of the Property to be so transferred and the proposed date of transfer. Lessor agrees that this Agreement and the lease and the Easements granted hereunder shall run with the Property and/or the Premises and survive any transfer of all or any portion of the Property and/or the Premises. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the Systems, or any work related to such Systems, and shall not gain any interest in the Systems by virtue of the Lessor's transfer.

(e) **No Interference With and Protection of System.** Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's negligence, misconduct or breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(f) **Non-Disturbance Agreements.** Lessor shall, at its sole effort and expense, obtain a non-disturbance agreement ("*NDA*") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, in a form acceptable to Lessee, which NDA shall: (i) acknowledge and consent to Lessee's rights to the

Premises and the Systems under this Agreement; (ii) acknowledge that the third party has no interest in the Systems and shall not gain any interest in the Systems by virtue of the Parties' performance or breach of this Agreement; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Agreement; (iv) waives any lien the third party may have in and to the Systems; and (v) agrees not to disturb Lessee's possession of the Premises.

(g) Insolation. Lessor acknowledges and agrees that access to sunlight ("**Insolation**") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Agreement. Without limiting the foregoing, Lessor shall not construct or permit construction on the Property that could adversely affect Insolation levels on the Premises, shall not permit the growth of foliage on the Property (exclusive of the Premises) that could adversely affect Insolation levels on the Premises, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation on the Premises. Such measures may include, but not be limited to, applying to obtain a solar insolation easement. In the event any such obstruction occurs and is not promptly removed, Lessee shall have the right to terminate this Agreement without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 13(g), (ii) an award of damages might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 13(g).

(h) Hazardous Substances. Lessor represents and warrants that Lessor has no knowledge of any Hazardous Substances present on, in or under the Property or Premises that are in violation of any Applicable Law.

(i) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor. Lessor represents and warrants to Lessee that, to the best of its knowledge, there are no site conditions at the Property or Premises which would: (i) materially increase the cost of installing the System at the planned locations on the Premises or would materially increase the cost of maintaining the System at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the System; or (ii) adversely affect the ability of the System, as designed, to produce electricity once installed, absent conditions beyond Lessor's reasonable control.

(j) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(k) Liens and Tenants. Except as may be disclosed in the real property records of the County, Lessor represents there are no encumbrances, leases, mortgages, deeds of trust, deeds to secure debt, or similar liens or security interests encumbering all or any portion of the Property and/or the Premises that could interfere with Lessee's operations on the Premises, including mechanic's liens. Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Systems, the Premises, or any interest therein, except in the event where Lessee fails to complete System Removal within sixty (60) days after receipt of the Abandonment Notice, where the Lessor retains all rights and remedies at law and equity to enforce System Removal and seek damages for the failure to remove the System as provided herein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Systems as a result of Lessor's direct or indirect actions and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including,

without limitation, Lessee's attorneys' fees and court costs, except in the event where Lessee fails to complete System Removal within sixty (60) days after receipt of the Abandonment Notice, where the Lessor retains all rights and remedies at law and equity to enforce System Removal and seek damages for the failure to remove the System as provided herein.

(l) Mineral Rights. Lessor represents and warrants that it has no knowledge of existing mineral, oil and gas, water, or natural resource rights that could interfere with Lessee's rights hereunder. During the Lease Term, Lessor may not use, or permit the use of the Premises for the purpose of exploring for, extracting, producing or mining such oil, gas, minerals, or other natural resources, including selling or leasing such interests to a third party, from the surface to a depth of 500 feet below the surface. Lessor may explore for, extract or produce oil, gas, minerals, and other natural resources from the Property in a manner which does not interfere with Lessee's use of the Premises or affect the System and utilizes a method, such as "directional drilling" which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

(m) Litigation. No litigation is pending, and, to the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises or Lessor's right or authority to enter into this Agreement. If Lessor learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Lessor will promptly deliver notice thereof to Lessee.

(n) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "**Security Interest**") in this leasehold or any portion thereof or in the Systems to one or more Financing Parties and Lessor hereby consents to the granting of such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage, security interest, easement, claim, use, or restriction or other interest in or lien upon the Property or Premises that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Agreement, and (iv) there is no existing mineral, oil and gas, water, or natural resource right that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein.

14. Hazardous Substances. Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any Hazardous Substances on, in, or under the Premises or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Party may suffer or incur due to any actions that relate to or arise from such Party's activities on the Premises or Property, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. Lessor shall further indemnify, defend and hold harmless Lessee and its Affiliates and their employees and agents from and against any and all Environmental Claims due to the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date. The indemnifications in this Section 14 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority. Lessor shall comply with all environmental regulations and all environmental requirements of all Illinois public bodies in all forms. This Section 14 shall survive the termination or expiration of this Agreement.

15. **Insurance.**

(a) **Generally.** Lessor and Lessee shall each maintain the insurance coverages set forth in **Exhibit D** in full force and effect throughout the Option Term, Lease Term and through the Removal Date through insurance policies, reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

(b) **Waiver of Subrogation.** Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

16. **Taxes.** Lessee shall pay, when due, any real estate or personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority directly resulting from assessments upon the value of the Systems installed on the Premises ("***Personal Property Taxes***"). Lessor shall pay all (i) taxes, assessments or other impositions which may be levied, assessed or imposed upon or with respect to the Property ("***Taxes and Assessments***"), including any annual increases thereon, except those that are the responsibility of Lessee, (ii) any transfer or conveyance tax arising out of this Agreement, (iii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iv) income and other taxes computed upon the basis of the rental payments paid under this Agreement. Lessee shall pay any increase in Taxes and Assessments accruing during the Lease Term to the extent resulting from the presence of the System on the Premises. ("***Lessee Real Property Taxes***" and together with Personal Property Taxes, "***Lessee Taxes***"). To the extent the applicable taxing authority provides a separate tax bill for the Lessee Taxes to Lessee, Lessee will pay such Lessee Taxes directly to the applicable taxing authorities prior to the date such Lessee Taxes become delinquent. If a separate tax bill for the Lessee Taxes is not provided to Lessee, Lessee shall pay the Lessee Taxes within thirty (30) days following receipt of written demand from Lessor of the amount of the Lessee Taxes with a copy of the applicable tax bill. In the event that Lessor fails to pay any such taxes or other fees and assessments for which it is responsible under this Agreement, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Agreement. If Lessor receives notice of any new Lessee Taxes, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such Lessee Taxes, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the Lessee Taxes and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 16.

17. **Liability and Indemnity.**

(a) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) asserted by third parties for injury or death to Persons (including employees of either Party) and/or physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a material breach of any obligation, representation or warranty of the indemnitor under this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

(b) Lessee shall not be responsible to Lessor or any third party, for any claims, costs or damages, including fines or penalties, attributable to any violations of Applicable Laws existing prior to the Effective Date, or by any party other than the Lessee Parties.

(c) This Section 16 shall survive the termination or expiration of this Agreement.

18. **Casualty/System Loss.**

(a) In the event the Premises or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Premises impractical, as determined by Lessee in its sole and absolute discretion, then Lessee may elect to terminate this Agreement by providing notice to Lessor of such termination within ninety (90) days of Lessee's knowledge of the damage or destruction, which termination will be effective as of a date of such damage or destruction. If Lessee does not elect to terminate this Agreement within ninety (90) days of such a casualty, then the Rent shall be abated until such time as Lessee's use of the Premises is restored or four hundred and fifty-five (455) days from Lessee's knowledge of the damage or destruction, whichever occurs first. Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Systems, which replacement or restoration shall be Lessee's responsibility.

(b) In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("**System Loss**"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue this Agreement. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, Lessee may terminate this Agreement effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee the portion of the pre-paid Rent covering the days remaining between the date of such System Loss and the next anniversary of the Commercial Operation Date.

(c) In the event of termination under this Section 18, Lessee shall remove the Systems in accordance with Section 6(c).

19. **No Consequential Damages.** Notwithstanding any other provision in this Agreement, neither Lessee nor Lessor shall be liable to the other for any consequential, punitive, or indirect damages, including without limitation, loss of use of their property, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence or breach of warranty.

20. **Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Agreement immediately upon notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation under this Agreement. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. **Assignment.**

(a) Lessor shall not assign any of its rights, duties or obligations under this Agreement without the prior consent of Lessee, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, prior consent of Lessee is not required for an assignment of this Agreement in connection with a sale or other disposition of the Property pursuant to Section 13(d), provided that Lessor has given Lessee notice thereof at least thirty (30) days prior to the disposition.

(b) Lessee shall not assign or sublease any of its rights, duties or obligations under this Agreement without the prior consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may, without consent from Lessor, assign any of its rights, duties or obligations under this Agreement: (i) to a Financing Party pursuant to Section 21(c), (ii) to one or more of its Affiliates, (iii) to one or more third parties in connection with a collateral assignment of rights, mortgage, pledge or otherwise, (iv) to any Person or entity succeeding to all or substantially all of the stock or assets of Lessee, or (v) to a successor entity in a merger or acquisition

transaction. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent and assignment agreement with Lessee's Financing Party.

(c) Notwithstanding anything herein to the contrary, Lessee may collaterally assign this Agreement and the System to a Financing Party without the need for consent from Lessor. Upon receipt of notice of the name and address of the Financing Party, Lessor agrees to deliver any notices of default to the Financing Party simultaneously with the delivery of such notices of default to Lessee. The Financing Party will have the right to cure any defaults or breaches by Lessee within the time periods provided hereunder for Lessee plus an additional sixty (60) days in the case of an Event of Default under Section 22, and in order to succeed to the rights and obligations of Lessee under this Agreement shall not be required to cure any defaults by Lessee under Section 22 that by their nature are not capable of being cured by the Financing Party. Any such notices shall be sent to the Financing Party at the address specified in writing to Lessor by Lessee or any Financing Party. Failure by Lessor to give the Financing Party such notice shall not diminish the Financing Party's rights against Lessee, but shall preserve all rights of the Financing Party to cure any default and to remove any property of Lessee located on the Premises.

(d) If Lessor has been notified of the existence of a Financing Party, Lessor will not agree to any amendment, modification or voluntary termination of this Agreement without the prior written consent of the Financing Party. Upon receipt of a written request from any Financing Party, Lessor shall make any and all payments due and owing by Lessor under this Agreement, if any, to an account designated by Financing Party, and Lessee agrees that such payment by Lessor will fully satisfy Lessor's payment obligations with respect to this Agreement to the extent of such payment. Lessor agrees that, upon foreclosure (or assignment in lieu of foreclosure) of its mortgage or security interest in the System, the Financing Party may succeed to the rights and obligations of Lessee under this Agreement. The Financing Party will be responsible for performance of Lessee's obligations after it succeeds to Lessee's interests under this Agreement, but shall have no further liability hereunder after it assigns such interests to a third party.

(e) If this Agreement is rejected or disaffirmed by Lessee pursuant to bankruptcy law or other law affecting creditor's rights and within ninety (90) days after such event any Financing Party shall have arranged to the reasonable satisfaction of Lessor for performance of Lessee's obligations under this Agreement, then Lessor shall execute and deliver to such Financing Party or to a designee of such Financing Party a new agreement which (i) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; and (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement.

(f) An assignment by either Party in accordance with this Section 21 shall, provided that assignee assumes the assignor's obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

(g) The provisions of this Section 21 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 21 were a separate and independent contract made by Lessor, Lessee and each Financing Party. Lessee's Financing Parties shall be express third party beneficiaries of this Section 21.

22. Defaults and Remedies.

(a) Events of Default. The occurrence of any of the following (each an "*Event of Default*") shall place the Party responsible for the Event of Default (the "*Defaulting Party*") in default of this Agreement, and the other Party (the "*Non-Defaulting Party*") shall be entitled to the remedies provided in Section 22(b): (i) a Party's failure to pay any amount required to be paid hereunder and such failure shall

continue for thirty (30) days after written notice of such failure has been received by the Defaulting Party, (ii) a Party's failure to perform any covenant or obligations hereunder, other than payment of monetary sums, or commitment of a material breach of this Agreement and the failure to cure such default within sixty (60) days after written notice specifying such failure has been received by the Defaulting Party, or (iii) if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required to complete the cure, a Party's failure to use diligence and good faith to commence and continue exercising commercially reasonable diligence to cure the Event of Default after such sixty (60) day period, and (iv) a Party becomes subject to a Bankruptcy Event. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy in escrow with any reputable third party escrow, or may interplead the same, which amount shall remain undistributed and shall not accrue interest or penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

(b) **Remedies.** Except as qualified by Section 21(c), upon the occurrence of, and during the continuance of an Event of Default, the Non-Defaulting Party shall: (i) have the right to terminate this Agreement by giving written notice of termination to the Defaulting Party; and (ii) have all rights and remedies that may be available to the Non-Defaulting Party at law or in equity.

23. **Notices.** All notices under this Agreement shall be made in writing to the Addresses for Notices specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, registered or certified mail return receipt requested, or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing written notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

24. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of any subsequent breach of such term, condition, or provision, or any other term, condition, or provision contained herein.

25. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

26. **Headings.** The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

27. **Invalid Term.** If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement; *provided, however*, that the Parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

28. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.

29. **Dispute Resolution.** In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, the Parties agree to engage in good faith negotiations to resolve such dispute. If the Parties are unable to resolve such dispute

through such negotiations, either Party may, within a reasonable time after the dispute has arisen, pursue all available legal and/or equitable remedies.

30. **Attorney's Fees.** In the event there is a lawsuit, action, arbitration, or other proceeding between Lessee and Lessor, which arises from or concerns this Agreement, whether that lawsuit, action, arbitration, or other proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its actual attorneys' and expert or consultants' fees and court costs, in such lawsuit, action, arbitration, or other proceeding.

31. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT.

32. **Binding Effect.** This Agreement and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

33. **Counterparts.** This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party agrees that signatures transmitted by facsimile or electronically shall be legal and binding and have the same full force and effect as if an original of this Agreement and had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

34. **Entire Agreement.** This Agreement, including the Cover Sheet and all exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Agreement that Party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

35. **Further Assurances.** Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 35.

36. **Force Majeure.** Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 36 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Agreement upon ninety (90) days' prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event shall still continue and the material

obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Agreement shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Agreement pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Agreement shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

37. **Confidentiality.** Lessor will maintain in strict confidence, for the sole benefit of Lessee, the existence and the terms of this Agreement and the transactions contemplated herein, including but not limited to any business plans, financial information, technical information regarding the design, operation, maintenance of the System; *provided, however*, Lessor may disclose this Agreement and the transactions contemplated herein to Lessor's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

38. **Memorandum of Lease.** Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as **Exhibit E** shall be recorded in the office where real estate records are customarily filed in the jurisdiction of the Premises.

39. **Brokers.** In the event any broker or other party claims a commission, the Party responsible for the contact with that claimant shall indemnify, defend and hold the other Party harmless from that claim, and including, without limitation, the payment of any attorneys' fees and costs incurred.

40. **Interpretation.** This Agreement shall not be construed against the Person or entity preparing it, but shall be construed as if all of the Parties jointly prepared this Agreement without any uncertainty or ambiguity being interpreted against any one of them.

41. **No Partnership.** This Agreement is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee' and 'grantor' and 'grantee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party, other than as provided in Section 3(d).

42. **Intentionally Omitted.**

43. **Time is of the Essence.** Time is of the essence with respect to all provisions within this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

LESSOR:

TAZEWELL COUNTY, ILLINOIS

By: _____

Name: _____

Title: _____

LESSEE:

PEARL ST SOLAR 2, LLC

An Illinois Limited Liability Company

BY: GREENKEY SOLAR, LLC

its sole member and manager

By: _____

Name: John Hunter Strader

Title: Authorized Person

EXHIBIT A

DESCRIPTION OF PROPERTY

A PART OF THE NORTH WEST FCORNER OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 11, A PART OF THE SOUTH WEST PART OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION ELEVEN, THE EAST HALF OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 11, A PART OF THE NORTHEAST CORNER OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14 AND THE EAST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 14, A SECTION OF LAND OFF OF LAND IN THE WEST PART OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION FOURTEEN, ALSO THE NORTH HALF OF THE SAME PIECE OF LAND COVENEYED TO PHILLIPS FLAGER BY GEORGE W DEAN AND WIFE BY DEED BEARING DATE JUNE 27, 1836 DESCRIBED AS FOLLOWS: COMMENCING AT A BLACK OAK 18 INCHES IN DIAMETER BEARING SOUTH 14 DEGREES EAST 17 LINKS BEING 9 CHAINS AND 75 LINKS SOUTH OF THE NORTH WEST CORNER OF THE WEST ½ OF THE SOUTH EAST QUARTER OF SECTION 11 IN TOWNSHIP 24 NORTH RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST 10 CHAINS 70 LINKS TO AN ELM 18 INCHES IN DIAMETER BEARING NORTH 23 DEGREES WEST 11 LINKS, THENCE RUNNING 5 DEGREES 35 MINUTES EAST 9 CHAINS AND 66 LINKS TO A HICKORY 14 INCHES IN DIAMETER BEARING NORTH 69 DEGREES EAST 10 LINKS THENCE WEST 10 CHAINS 12 LINKS TO A BLACK OAK 18 INCHES BEARING 71 DEGREES EAST 6 LINKS THENCE NORTH 9 CHAINS AND 62 LINKS TO THE PLACE OF BEGINNING THE WHOLE OF THE LAST TRACT CONTAINING 10 ACRES, THE WHOLE OF THE FOREGOING LAND BEING IN TOWNSHIP 24 NORTH RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN RESERVING THE RIGHT OF WAY TO THE INDIANAPOLIS BLOOMINGTON AND WESTERN RAILWAY COMPANY

ALSO

COMMENCING AT A STAKE FIFTY (50) FEET NORTH OF THE CENTER OF THE CLEVELAND, CINCINNATI CHICAGO AND SAINT LOUIS RAIL ROAD ON THE NORTH RIGHT OF WAY AND ON THE EAST LINE OF THE NORTH EAST QUARTER OF SECTION FOURTEEN (14) IN TOWNSHIP TWENTY FOUR (24) NORTH, RANGE FOUR (4) WEST OF THE THIRD PRINCIPAL MERIDIAN, THENCE RUNNING NORTH 5 DEGREES WEST 32.55 CHAINS TO A STONE AT THE NORTH EAST CORNER OF SECTION FOURTEEN (14); THENCE RUNNING SOUTH 85 DEGREES WEST 6.555 CHAINS TO THE CENTER OF THE CREEK, THENCE RUNNING SOUTH 62 DEGREES 36 MINUTES EAST 3.14 CHAINS, THENCE RUNNING SOUTH 68 DEGREES 41 MINUTES WEST 2.505 CHAINS, THENCE SOUTH 7 DEGREES 8 MINUTES WEST 1.34 CHAINS, THENCE SOUTH 46 DEGREES 22 MINUTES EAST 4.285 CHAINS, THENCE SOUTH 83 DEGREES 47 MINUTES EAST NINETY SIX LINKS, THENCE SOUTH 18 DEGREES 28 MINUTES EAST FIVE.095 CHAINS, THENCE SOUTH 24 DEGREES 2 MINUTES WEST 4.575 CHAINS, THENCE SOUTH 61 DEGREES 5 MINUTES WEST 2.66 CHAINS, THENCE SOUTH 15 DEGREES 20 MINUTES EAST FIVE.665 CHAINS, THENCE SOUTH 57 DEGREES WEST 4.31 CHAINS, THENCE SOUTH 4 DEGREES EAST 5.35 CHAINS TO THE NORTH LINE OF THE RIGHT OF WAY OF THE CLEVELAND CINCINNATI CHICAGO AND SAINT LOUIS RAIL ROAD THENCE SOUTH 79 DEGREES EAST 9.32 CHAINS TO THE PLACE OF BEGINNING;

ALSO

COMMENCING AT THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO ROBERT G. BUSSE, MRS. R.V.GRIMMER, GARY GRIMMER AND NANCY GRIMMER MOSSNER, IN BOOK 2915 AT PAGE 169 IN THE RECORDERS OFFICE OF TAZEWEEL COUNTY, THENCE EAST ALONG THE NORTH BOUNDARY LINE OF PROPERTY CONVEYED IN BOOK 2915 AT PAGE 123 IN THE RECORDER'S OFFICE OF TAZEWEEL COUNTY; BY CONRAIL, HEREINAFTER "SAID PROPERTY", APPROXIMATELY 2042 FEET TO A POINT, SAID POINT BEING THE BOUNDARY LINE BETWEEN THE PROPERTY OWNED BY THE GRANTEEES AND JOHN J.GETZ, THENCE SOUTH 100 FEET TO A POINT, SAID POINT BEING LOCATED ON THE SOUTHERN BOUNDARY OF SAID PROPERTY, THENCE WEST ALONG THE SOUTHERN BOUNDARY OF SAID PROPERTY APPROXIMATELY 2042 FEET TO A POINT, SAID POINT BEING 100 FEET SOUTH OF THE PLACE OF BEGINNING, THENCE NORTH 100 FEET TO THE PLACE OF BEGINNING; ALL OF SAID PROPERTY BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13. ALSO A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWEEL COUNTY, ILLINOIS.

Parcel Number: 11-11-14-200-001

EXHIBIT B

DESCRIPTION OF PREMISES AND EASEMENTS

The Premises consists of approximately 15 acres located at the Property as described and/or depicted below.

Lessor agrees that the Description of the Premises and Easements will be replaced with actual metes and bounds upon completion of System design and site survey.



EXHIBIT C

DEFINITIONS

“**Abandonment Notice**” has the meaning set forth in Section 6(c) of this Agreement.

“**Access Easement**” has the meaning set forth in Section 4(c).

“**Affiliate**” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

“**Agreement**” has the meaning set forth on page 1 herein.

“**Applicable Law**” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“**Authorization Letter**” has the meaning set forth in Section 3(d) of this Agreement.

“**Bankruptcy Event**” means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

“**Business Day**” means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

“**Commercial Operation Date**” means the date on which the System(s) are ready for commercial operation after required testing.

“**Event of Default**” has the meaning set forth in Section 22(a) of this Agreement.

“**Defaulting Party**” has the meaning set forth in Section 22(a) of this Agreement.

“**Development Rights**” has the meaning set forth in Section 42 of this Agreement.

“**Dispute**” has the meaning set forth in Section 29 of this Agreement.

“**Easements**” has the meaning set forth in Section 4(c) of this Agreement.

“**Environmental Attributes and Incentives**” means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

“Environmental Claims” means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party’s activities on the Property.

“Environmental Law” means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

“Event of Default” has the meaning set forth in Section 22(a) of this Agreement.

“Exercise Notice” has the meaning set forth in Section 4(a) of this Agreement.

“Expiration Date” has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Agreement.

“Extension Exercise Notice” has the meaning set forth in Section 7 of this Agreement.

“Extension Option” has the meaning set forth in Section 7 of this Agreement.

“Extension Term” has the meaning set forth in Section 7 of this Agreement.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Lease Commencement Date and shall confirm any change in such contact information upon request of Lessor.

“Force Majeure Event” means, when used in connection with the performance of a Party’s obligations under this Agreement, any events or circumstances beyond the affected Party’s reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party’s performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

“Governmental Approvals” has the meaning set forth in Section 3(d) of this Agreement.

“Governmental Authority” means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

“Hazardous Substances” means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment,

natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

“Insolation” has the meaning set forth in Section 13(g) of this Agreement.

“Land” has the meaning set forth in Recital B.

“Lease Commencement Date” has the meaning set forth in Section 4(a) of this Agreement.

“Lease Term” has the meaning set forth on the Cover Sheet of this Agreement.

“Lessee Real Property Taxes” has the meaning set forth in Section 16 of this Agreement.

“Lessee Parties” means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects, and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives, and invitees.

“Lessee Taxes” has the meaning set forth in Section 16 of this Agreement.

“Lessor Parties” means, individually or collectively, Lessor, its Affiliates, and any of their authorized representatives, agents, employees, managers, and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee’s System.

“Non-defaulting Party” has the meaning set forth in Section 22(a) of this Agreement.

“NDA” has the meaning set forth in Section 13(f) of this Agreement.

“Operation Term” has the meaning set forth in Section 5(b) of this Agreement.

“Option” has the meaning set forth in Section 3(a) of this Agreement.

“Option Term” has the meaning set forth in Section 3(b) of this Agreement.

“Party” or “Parties” has the meaning set forth on page 1 of this Agreement.

“Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Personal Property Taxes” has the meaning set forth in Section 16 of the Agreement.

“Premises” has the meaning set forth in Recital B of this Agreement.

“Property” has the meaning set forth in Recital A of this Agreement.

“Public Official” has the meaning set forth in Section 42 of this Agreement.

“Removal Date” means the date not be later than one hundred-eighty (180) days after either the Expiration Date or the date of earlier termination of this Agreement, if applicable, when Lessee shall complete the removal of all of its tangible property comprising the System from the Premises.

“Rent” has the meaning set forth in Section 5(a) of this Agreement.

“Security Interest” has the meaning set forth in Section 13(n) of this Agreement.

“System(s)” means the solar photovoltaic system or systems installed and operating at the Premises, together with all electrical production, transmission, distribution, and storage facilities, hardware and materials, including without limitation, panels, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, batteries, features and improvements necessary to produce, transmit and store electric energy at such facility (excluding power to the Property).

“System Loss” has the meaning set forth in Section 18(b) of this Agreement.

“System Removal” has the meaning set forth in Section 6(c) of this Agreement.

“Taxes and Assessments” has the meaning set forth in Section 16 of this Agreement.

“Tests” has the meaning set forth in Section 2 of this Agreement.

“Utility Easement” has the meaning set forth in Section 4(c) of this Agreement.

EXHIBIT D

INSURANCE

The Parties shall maintain the following insurance coverages in full force and effect throughout the Option Term and Lease Term:

Lessor: Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence.

Lessee: (i) Workers' Compensation at statutory limits and Employer's Liability Coverage of at least \$1,000,000.00 per occurrence, (ii) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence, and (iii) Automobile Liability Coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Subject to the mutual waivers granted in Section 15 of this Agreement, any insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it.

EXHIBIT E

MEMORANDUM OF OPTION AND LEASE

[See attached]

**Recording Requested by and
after recording return to:**
Pearl St Solar 2, LLC
c/o GreenKey Solar, LLC
73 W Monroe
Chicago, IL 60603
Attn: John Hunter Strader

MEMORANDUM OF OPTION AND LEASE

THIS MEMORANDUM OF OPTION AND LEASE (the "*Memorandum*"), is made as of _____, 20__, by and between Tazewell County, Illinois, a _____ having its principal place of business located at _____, Illinois ("*Lessor*") and Pearl St Solar 2, LLC, a Illinois limited liability company with its principal place of business located at 1814 Franklin Street, Suite 700, Oakland, California 94612 ("*Lessee*").

1. Lessor and Lessee are parties to that certain Option and Lease Agreement (the "*Option and Lease*"), dated as of even date herewithin (the "*Effective Date*") covering a portion of that certain parcel of land and the improvements thereon described in Schedule A annexed hereto (the "*Property*").
2. Under the Option and Lease, Lessee has an option to lease and acquire easements over a portion of the Property as described in **Schedule A** annexed hereto (the "*Premises*"), which option commences on the Effective Date and lasts for Five-Hundred and Fourty (540) days thereafter. The option term may be extended for two addition terms of Three Hundred and Sixty-Five (365) days each.
3. The commencement date of Lessor's lease of the Premises shall be the date of Lessor's exercise of the option.
4. If the option is exercised, the initial term of the lease will be for twenty (20) years, and Lessee shall have the option to extend the lease for up to four (4) additional five (5)-year terms, subject to earlier termination or extension pursuant to the terms of the Option and Lease or applicable law.
5. Under the Option and Lease, Lessee has an option to acquire easements over a portion of the Property as described in **Schedule A** annexed hereto (the "*Easements*"). The term of the option to acquire the Easements and the term of the Easements are co-terminus with the option to lease and lease, as extended.
6. All of the terms, covenants and conditions of the Option and Lease are incorporated herein and made a part hereof. The purpose of this Memorandum is to give notice of the existence of the tenancy and Easements created by the Option and Lease; and shall not be construed to vary or otherwise affect the rights or obligations of the parties under the Option and Lease as it may be amended.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum as of the date first above written.

LESSOR:

COUNTY OF TAZEWELL ILLINOIS
a body politic and corporate

By: **J. David Zimmerman**_____

Title: **Chairman, Tazewell County Board**

LESSEE:

PEARL ST SOLAR 2, LLC
An Illinois Limited Liability Company

By: **GREENKEY SOLAR, LLC**

its sole member and manager

By: _____

Name: John Hunter Strader

Title: Authorized Person

SCHEDULE A
to
Memorandum of Option and Lease
PREMISES AND EASEMENT LEGAL DESCRIPTION

EXHIBIT F

FORM OF AMENDMENT TO DESCRIBE THE PREMISES

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("*Amendment*") is made and entered into as of _____, 201_ (the "*Effective Date*"), between Tazewell County, Illinois, ("*Lessor*") and Pearl St Solar 2, LLC, an Illinois limited liability company (the "*Lessee*").

WHEREAS, Lessor and Lessee entered into that certain Option and Lease Agreement, dated _____, 201_ with respect to the property commonly known as 21314 IL RTE 9, Tremont, IL (Parcel Number 11-11-14-200-001), (collectively, the "*Lease*").

WHEREAS, the legal descriptions for the Premises and Easements shown on Exhibit B were based on preliminary site discovery information and were contemplated to be replaced with actual metes and bounds upon completion of System design and site survey.

WHEREAS, Lessee has completed its System design and site survey and the parties now seek to replace the legal descriptions attached to Exhibit B with the legal descriptions for the current design.

WHEREAS, the parties desire to amend the Lease on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree, as follows:

1. **Recitals**. The foregoing recitals are incorporated herein as if set forth at length. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Lease. All references herein to the Lease shall include the Lease as modified by this Amendment.
2. **Premises and Easement Exhibit**. Exhibit B of the Lease is hereby deleted in its entirety and replaced with **Schedule 1** attached hereto.
3. **Ratification; Full Force and Effect**. Except as amended by this Amendment, the Lease is hereby ratified, confirmed and approved in all respects.
4. **Provisions Binding**. All rights and liabilities given to or imposed upon either of the parties to this Amendment shall extend to and are binding upon the parties hereto and their respective successors and assigns.
5. **Entire Agreement**. This Amendment (a) together with the Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties, (b) may not be modified or amended except by written agreement signed by the parties, (c) will be governed by the laws of the State of Illinois, without regard to principles of conflicts of laws and (d) may be executed by facsimile signature and in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LESSOR:

COUNTY OF TAZEWELL, ILLINOIS

By: _____

Name: J. David Zimmerman

Title: Chairman, Tazewell County Board

LESSEE:

PEARL ST SOLAR 2, LLC

an Illinois Limited Liability Company

By: GreenKey Solar, LLC

its sole member and manager

By: _____

Name: John Hunter Strader

Title: Authorized Person

SCHEDULE 1

EXHIBIT B

DESCRIPTION OF PREMISES AND EASEMENTS

EXHIBIT G

RENT

	Year	Payment Amount (Per Acre Per Year)
Years 1-5:	1	\$1,000.00
	2	\$1,000.00
	3	\$1,000.00
	4	\$1,000.00
	5	\$1,000.00
Years 6-10:	6	\$1,020.00
	7	\$1,040.40
	8	\$1,061.21
	9	\$1,082.43
	10	\$1,104.08
Years 11-15:	11	\$1,126.16
	12	\$1,148.69
	13	\$1,171.66
	14	\$1,195.09
	15	\$1,218.99
Years 16-20:	16	\$1,243.37
	17	\$1,268.24
	18	\$1,293.61
	19	\$1,319.48
	20	\$1,345.87
1st Renewal Term - Years 21-25:	21	\$1,372.79
	22	\$1,400.24
	23	\$1,428.25
	24	\$1,456.81
	25	\$1,485.95
2nd Renewal Term - Years 26-30:	26	\$1,515.67
	27	\$1,545.98
	28	\$1,576.90
	29	\$1,608.44
	30	\$1,640.61
3rd Renewal Term - Years 31-35:	31	\$1,673.42
	32	\$1,706.89
	33	\$1,741.02
	34	\$1,775.84
	35	\$1,811.36
4th Renewal Term - Years 36-40:	36	\$1,847.59
	37	\$1,884.54
	38	\$1,922.23
	39	\$1,960.68
	40	\$1,999.89

COVER SHEET

OPTION AND LEASE AGREEMENT

Effective Date	January ____, 2018	
Lease Commencement Date		
Lessor	TAZEWELL COUNTY, ILLINOIS	
Lessee	PEARL ST SOLAR 1, LLC	
Property Address	21314 IL RTE 9, TREMONT, IL 61568 (Parcel Number: 11-11-14-200-001)	
Option Payment	One Thousand Dollars (\$1,000.00)	
First Additional Option Payment	One Thousand Dollars (\$1,000.00)	
Second Additional Option Payment	One Thousand Dollars (\$1,000.00)	
Option Term	Five Hundred Forty (540) days from the Effective Date, subject to Lessee's option to extend the Option Term for up to two (2) additional and successive periods of Three Hundred Sixty Five (365) days each.	
Rent	One Thousand Dollars (\$1,000.00) per acre per lease year with a 2% annual escalator beginning after the 5 th year (beginning in Year 6) as set out on Exhibit G attached hereto.	
Lease Term	The term commencing on the date of delivery of the Exercise Notice and ending on the Expiration Date, subject to Lessee's option to extend the Lease Term for up to four (4) additional and successive periods of five (5) years each.	
Expiration Date	The date that is twenty (20) years from the Commercial Operation Date, as may be extended pursuant to this Agreement.	
Addresses for Notices	<p><u>Lessee:</u> Pearl St Solar 1, LLC c/o GreenKey Solar, LLC 73 W Monroe Chicago, IL 60603 Attn: John H. Strader</p> <p><u>With a copy to:</u> legal@greenkeysolar.com</p>	<p><u>Lessor:</u> County of Tazewell, Illinois Tazewell County Board 11 S. 4th Street Pekin, IL 61554 Attn: County Board Chairman Attn: County Administrator</p>

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement (this “*Agreement*”) is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a “*Party*” and together, the “*Parties*”).

RECITALS

A. Lessor owns the real property, together with any rights, benefits and easements appurtenant to such real property more particularly described in the attached Exhibit A (the “*Property*”).

B. Lessee desires to obtain, the exclusive right to occupy a portion of the Property (the “*Land*”) and, if applicable, the Easements (the Easements together with the Land are collectively referred to as the “*Premises*”) more particularly described in the attached Exhibit B, and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain, and operate one or more solar photovoltaic electric power generating and storage Systems as well as ancillary buildings, structures, fixtures, or enclosures necessary or desirable in connection therewith to be located upon, under, on and within the Premises, or any portion thereof and all rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, Lessee and Lessor hereby agree to and intend to be bound by the foregoing recitals and as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to them on the Cover Sheet or in the attached Exhibit C.

2. Access to Property. Commencing on the Effective Date and throughout the Option Term, Lessee and its employees, agents, contractors and current or potential lenders or investors, shall have the right to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations that Lessee deems necessary or advisable to assess the feasibility of the Property for the construction and operation of the System (“*Tests*”). During the Lease Term, Lessee shall have exclusive access to the Land and non-exclusive access to the Easements to design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System. Lessor shall not interfere with the Tests during the Option Term and during the Lease Term, Lessor shall not enter on the Land or interfere with the installation of the System, move, adjust, alter, tamper with, or otherwise handle any Lessee equipment or any component of the System.

3. Option to Lease the Premises.

(a) Grant of Option. Lessor hereby grants to Lessee the exclusive option to lease all or a portion of the Land and acquire the Easements on the terms and conditions set forth in this Agreement (the “*Option*”).

(b) Time and Manner of Exercise of the Option. The Option shall be for an initial term of five hundred forty (540) days after the Effective Date (as it may be extended, the “*Option Term*”). The Option Term may be extended by Lessee for up to two (2) additional three hundred sixty-five (365) day periods upon notice to Lessor within thirty (30) days of the end of the then-current Option Term.

(c) Option Payment. Lessee shall pay to Lessor the Option Payment within forty-five (45) Business Days after the Effective Date of this Agreement, and any Option extension payments are to be paid within thirty (30) days of the end of the then-current Option Term; provided that Lessor, its successors, assigns and/or designee, if any, has submitted to Lessee any documents reasonably required by

Lessee in connection with the payment of the Option Payment, including, without limitation, an IRS Form W-9. The Option Payments and any Option extension payments shall be credited against Rent.

(d) Lessor Cooperation. During the Option Term and throughout the Lease Term, Lessee shall be permitted to engage in, and Lessor shall not obstruct Lessee from engaging in, activities such as (i) the performance of Tests, at Lessee's expense, (ii) the application by Lessee to obtain, at Lessee's expense, all licenses, and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities, including any approvals required to obtain a tax abatement for the Premises, as may be applicable, to be sought by Lessee in connection with the construction, operation and maintenance of the Systems, (collectively, "**Governmental Approvals**"), (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses, and Permits or authorizations that relate to the Premises, and (iii) presenting to Lessor a proposal for any amendments to this Agreement that are reasonably necessary to accommodate the System, or to facilitate an assignment pursuant to Section 21. Lessor agrees and acknowledges that any amendment to the Agreement pursuant to this Section 3(d) that does not materially increase any obligation or materially decrease any right of Lessor hereunder, shall not result in adjustment of the Rent unless otherwise required under this Agreement. In the event that a utility company requires an easement in connection with Lessee's use of the Premises during the Option Term or Lease Term, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form.

(e) Use of the Property. During the Option Term, Lessor may continue to use the Property in the ordinary course, *provided, however*, Lessor shall not commit waste on the Property or otherwise materially change the Property, nor will Lessor agree to grant or permit any easement, lease, license, right of access or other possessory right in the Premises to any third party without the prior written consent of Lessee. Notwithstanding the foregoing, if Lessor leases the Property to a third party during the Option Term, such lease shall be terminable upon thirty (30) days' notice such that upon notice from Lessee that it will exercise the Option ("**Pre-Exercise Notice**") and/or start construction, Lessor shall terminate any lease on the Property and such termination shall be effective in no more than thirty (30) days. If crops have been planted on the Property by Lessor or Lessor's tenant, and such crops will not be harvested within thirty (30) days of receiving the Pre-Exercise Notice, Lessee shall reimburse Lessor or Lessor's tenant for the value of the crops located within the Premises ("**Crop Compensation**"). Crop Compensation will be calculated by multiplying the acreage of crop land by Nine Hundred Dollars (\$900) per acre. Crop Compensation shall be pro-rated for partial acres affected. Lessee will make any Crop Compensation payment to Lessor or Lessor's tenant within thirty (30) days of delivery of the Pre-Exercise Notice. If the Pre-Exercise Notice is delivered prior to the planting of crops, but after other farming expenses have been incurred (such as, but not limited to fertilizer, seed, spraying chemicals, labor, and/or fuel) that are directly tied to the planting of crops on the Premises, Lessee shall reimburse Lessor or Lessor's tenant for the value of these incurred expenses ("**Pre-Crop Planting Compensation**"). However, the sum of Crop Compensation and Pre-Crop Planting Compensation will, under no circumstance, exceed the value of multiplying the acres of crop land by Nine Hundred Dollars (\$900) per acre. Pre-Crop Planting Compensation shall be pro-rated for partial acres affected. Lessee will make any Pre-Crop Planting Compensation payment to Lessor or Lessor's tenant within thirty (30) days of delivery of the Pre-Exercise Notice.

4. Exercise of Option; Lease; Easements; and Related Rights.

(a) Exercise of Option. In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the "**Exercise Notice**") prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the "**Lease Commencement Date**").

(b) Lease. Subject to receipt of the Exercise Notice, Lessor hereby leases and grants

to Lessee, for the Lease Term of twenty (20) years as may be extended for up to four (4) five-year periods pursuant to Section 7 below, the exclusive rights to the Land together with all right, title and interest of Lessor in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove the System for the generation, storage and distribution of electrical power.

(c) Easement. If noted on Exhibit B, Lessor hereby grants to Lessee a non-exclusive, appurtenant easement on, under, over, across and through the Property in the locations more particularly described on the attached Exhibit B, for the Lease Term, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove at all times on a 24-hours-a-day, 7-days-a-week basis (i) a road ("Access Easement") and (b) utility and communication infrastructure, including without limitation poles, supporting towers, guys and anchors, fibers, cables and other conductors and conduits, and pads, transformers, switches, vaults and cabinets, and related equipment to connect the System to the local electric distribution system, together with the right of access to the utility infrastructure over the Property, for any purpose reasonably connected with the Project (the "Utility Easement"). Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for the Lease Term, an easement for ingress, egress and related rights over the Property and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the "easement" and together with the Access Easement and the Utility Easement, the "Easements"). If Lessee determines in its reasonable discretion that any additional easements across the Property are necessary, useful or appropriate for the construction and/or operation of the System, Lessor shall fully cooperate in granting or agreeing to such easements by amendment to this Agreement or by separate agreement and recordation of same.

(d) Utilities. Separate meters for such utilities shall be installed at Lessee's expense and Lessee shall be responsible for all utility expenses. Lessor grants Lessee the right to install, use, modify, and remove water lines, sewer lines, storm water lines, overhead, and/or underground power lines, fuel lines, telephone and communication lines, pipelines, conveyors, and drainage ditches and/or canal systems within the Premises as are reasonably required for operation of the System, and use or modify the existing lines, ditches, and canal systems as may be reasonably required subject to Lessor's prior consent, which shall not be unreasonably delayed, conditioned, or withheld and given within ten (10) days of notification or otherwise deemed approved.

(e) The Parties recognize that the descriptions of the Premises are based on preliminary site discovery information, and that these descriptions shall be modified via amendment prior to construction. As such, Lessor hereby agrees to execute any amendment to this Agreement proposed by Lessee which modifies the Premises, including reducing the size of the Premises and/or splitting the Premises into two or more to accommodate two or more systems and entering into multiple leases, provided that such amendment is reasonably necessary to accommodate (i) the System as designed, or (ii) the System as modified by Lessee to comply with the requirements of any Governmental Authority or the Local Electric Utility, including, but not limited to, entering into an amendment in the form attached hereto as Exhibit F. For the avoidance of doubt, under no circumstances shall Lessor be entitled to any increase in Rent or other additional compensation under this Agreement as a result of an amendment to the description of the Premises.

5. Rents & Payments.

(a) Milestone Payment. Lessee shall pay to Lessor Five Thousand Dollars (\$5,000) within thirty (30) Business Days after the Lease Commencement Date.

(b) Rent. Lessee shall pay to Lessor Rent equal to the applicable per acre rental fee identified on the Exhibit G attached hereto multiplied by the number of acres included in the Premises. The

minimum Premises acreage shall be no less than 12.50 acres. Lessee shall pay to the Lessor Rent during the period commencing on the Commercial Operation Date and ending on the Expiration Date (the "**Operation Term**"). Notwithstanding the foregoing, in no event shall Rent commence later than two (2) years after the Lease Commencement Date. Rent will be paid within 60 business days after the utility issues a permission to operate, or equivalent notification, and Lessee will provide proof of such notification to Lessor within fifteen (15) days of issuance. Rent shall be due annually beginning on the Commercial Operation Date and on every one (1) year anniversary thereof during the Operation Term, and prorated for partial periods if Rent commences prior to the Commercial Operation Date. In the event this Agreement is terminated by Lessee in accordance with this Agreement prior to the Expiration Date, pre-paid Rent shall be non-refundable, unless Lessee terminates the Agreement pursuant to Section 18 or Section 22. Each Party, its successors, assigns and/or designee, if any, shall submit to the other Party any documents reasonably required by the other Party in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(c) **Late Payments.** If any payment is not paid when due under this Agreement, it shall earn interest at the rate of the lesser of (i) one percent (1%) per month (and pro-rated for a partial month) and (ii) the maximum amount allowed by law from the time when the payment was due until the time it is paid.

6. **Term and Termination; Removal.**

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended, unless otherwise terminated pursuant to this Agreement.

(b) Lessee shall have the right, in its sole discretion, to terminate this Agreement at any time prior to the Commercial Operation Date.

(c) Except in the event of a termination by Lessee for an uncured Event of Default by the Lessor, if this Agreement expires or is terminated, Lessee shall decommission and remove the System and any ancillary structures and repair any damage caused to the Premises by the installation or removal of the System or any ancillary structures ("**System Removal**"). Lessor agrees that Lessee's obligation of System Removal constitutes removal of all above-ground improvements, including all roads installed by Lessee and screws connecting the System to the ground, and repair of any damage caused to the Premises by Lessee, but does not include removal of below-ground improvements or an obligation to grade the Premises or alter the contour of the land. Lessee shall perform System Removal on or before the Removal Date at Lessee's sole expense. In connection with the System Removal, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with access to the Premises until the Removal Date. In the event Lessee fails to complete the System Removal by the Removal Date, Lessor may provide notice to Lessee stating that Lessee has failed to complete System Removal (the "**Abandonment Notice**"). If Lessee fails to complete the System Removal within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to complete System Removal to the satisfaction of Lessor, in which case Lessee shall reimburse Lessor for all costs of such System Removal. Lessor shall retain all rights and remedies at law and equity to enforce System Removal and seek damages for the failure to remove the System as provided herein in the event that Lessee fails to complete System Removal within sixty (60) days after receipt of the Abandonment Notice. Upon expiration or termination of this Lease, the Lessee will also comply with the restoration requirements imposed under the provisions of any Agricultural Impact Mitigation agreement (AIMA) entered into by Lessee and the Illinois Department of Agriculture.

7. **Extension Option.** Lessee shall have the option to extend the Lease Term ("**Extension Option**") for up to four (4) additional and successive periods of five (5) years each beginning on the day following the Expiration Date of the then-current Lease Term (each an "**Extension Term**"), by giving notice (the "**Extension Exercise Notice**") to Lessor not less than ninety (90) days prior to the then-current Expiration Date, and without the requirement of any further action on the part of either Lessor or Lessee.

8. **System Construction and Maintenance.** Throughout the Lease Term and through the Removal Date, Lessee shall have the right to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Agreement, including, without limiting the generality of the foregoing, the right (i) to design, construct, install, and operate the System, (ii) to maintain, clean, repair, replace, add to, remove or modify the System or any part thereof as determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws, (iii) to use any and all appropriate means of restricting access to the System and Premises, including without limitation, the construction of a fence, and (iv) to permanently grub and grade the Premises and to permanently remove and/or clear any trees, vegetation, structures, rocks, watercourses (to the extent permissible) or other encumbrances existing on the Premises determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, and maintenance of the System, and System Removal.

9. **Permits.** Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits.

10. **Statutory and Regulatory Compliance.** Lessee, the Lessee Parties, Lessor and the Lessor Parties shall each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

11. **Lessee's Ownership of Systems and Output.** The Systems are personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee or its designees shall be the legal and beneficial owners of the applicable Systems at all times and Lessor shall have no right, title or interest in any of the Systems or any component thereof, notwithstanding that any such Systems may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises which could reasonably be construed as attaching to the Systems as a fixture of the Property or Premises, Lessor shall use best efforts to provide a disclaimer or release from such lien holder in form and substance reasonably satisfactory to Lessee and any Financing Party. Lessor, as the fee owner of the Property, consents to the filing by Lessee of a disclaimer of the Systems as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Lessor acknowledges and agrees that Lessee or its designees, as applicable, are the exclusive owners of all electricity and all utility credits generated by the System and owners of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by the Systems will be connected to the distribution grid and sold by Lessee to third parties and will not be available to Lessor or any other occupant at the Property.

12. **Representation and Warranties of the Parties as to Authorization and Enforceability.** Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage, lease, easement, encumbrance, right, restriction, or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. Each Party represents and warrants the Agreement constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

13. **Representations, Warranties and Covenants of the Lessor**

(a) **No Conflict.** Lessor represents and warrants that the execution, delivery and performance by it of this Agreement does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Agreement. Each Person signing this Agreement on behalf of Lessor is authorized to do so.

(b) **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has (i) a lawful fee simple interest in title to the Property, including the Premises, subject to any mortgages of record that may exist, and (ii) that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor, at its sole cost and expense, shall comply with all restrictive covenants or other title exceptions affecting the Premises to the extent that the same are applicable to the Premises or to the extent that the same would, if not complied with or performed, impair or prevent the continued use, occupancy and operation of the Premises for the purposes set forth in this Agreement and Lessor agrees to take all action necessary to eliminate such interference. In the event Lessor fails to comply with this provision, Lessee may (x) terminate this Agreement, (y) take all necessary steps to bring Lessor into compliance with any restrictive covenants or title exceptions which, if not complied with, would impair or prevent Lessee from exercising its rights under this Agreement, and Lessor shall be responsible for all costs incurred by Lessee for such actions, and/or (z) pursue any other remedies available under this Agreement, at law, and/or at equity.

(c) **Defects.** Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. Lessor agrees that Lessor will execute and deliver to Lessee any documents reasonably required by the title insurance company within five (5) Business Days after presentation of said documents by Lessee; *provided, however*, in no event will such documents materially increase any obligation or materially decrease any right of Lessor hereunder.

(d) **Transfers.** Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Property unless Lessor shall have given Lessee at least thirty (30) days' prior notice thereof, which notice shall identify the transferee, the area of the Property to be so transferred and the proposed date of transfer. Lessor agrees that this Agreement and the lease and the Easements granted hereunder shall run with the Property and/or the Premises and survive any transfer of all or any portion of the Property and/or the Premises. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the Systems, or any work related to such Systems, and shall not gain any interest in the Systems by virtue of the Lessor's transfer.

(e) **No Interference With and Protection of System.** Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's negligence, misconduct or breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(f) **Non-Disturbance Agreements.** Lessor shall, at its sole effort and expense, obtain a non-disturbance agreement ("**NDA**") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, in a form acceptable to Lessee, which NDA shall: (i) acknowledge and consent to Lessee's rights to the

Premises and the Systems under this Agreement; (ii) acknowledge that the third party has no interest in the Systems and shall not gain any interest in the Systems by virtue of the Parties' performance or breach of this Agreement; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Agreement; (iv) waives any lien the third party may have in and to the Systems; and (v) agrees not to disturb Lessee's possession of the Premises.

(g) Insolation. Lessor acknowledges and agrees that access to sunlight ("**Insolation**") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Agreement. Without limiting the foregoing, Lessor shall not construct or permit construction on the Property that could adversely affect Insolation levels on the Premises, shall not permit the growth of foliage on the Property (exclusive of the Premises) that could adversely affect Insolation levels on the Premises, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation on the Premises. Such measures may include, but not be limited to, applying to obtain a solar insolation easement. In the event any such obstruction occurs and is not promptly removed, Lessee shall have the right to terminate this Agreement without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 13(g), (ii) an award of damages might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 13(g).

(h) Hazardous Substances. Lessor represents and warrants that Lessor has no knowledge of any Hazardous Substances present on, in or under the Property or Premises that are in violation of any Applicable Law.

(i) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor. Lessor represents and warrants to Lessee that, to the best of its knowledge, there are no site conditions at the Property or Premises which would: (i) materially increase the cost of installing the System at the planned locations on the Premises or would materially increase the cost of maintaining the System at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the System; or (ii) adversely affect the ability of the System, as designed, to produce electricity once installed, absent conditions beyond Lessor's reasonable control.

(j) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(k) Liens and Tenants. Except as may be disclosed in the real property records of the County, Lessor represents there are no encumbrances, leases, mortgages, deeds of trust, deeds to secure debt, or similar liens or security interests encumbering all or any portion of the Property and/or the Premises that could interfere with Lessee's operations on the Premises, including mechanic's liens. Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Systems, the Premises, or any interest therein, except in the event where Lessee fails to complete System Removal within sixty (60) days after receipt of the Abandonment Notice, where the Lessor retains all rights and remedies at law and equity to enforce System Removal and seek damages for the failure to remove the System as provided herein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Systems as a result of Lessor's direct or indirect actions and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including,

without limitation, Lessee's attorneys' fees and court costs, except in the event where Lessee fails to complete System Removal within sixty (60) days after receipt of the Abandonment Notice, where the Lessor retains all rights and remedies at law and equity to enforce System Removal and seek damages for the failure to remove the System as provided herein.

(l) Mineral Rights. Lessor represents and warrants that it has no knowledge of existing mineral, oil and gas, water, or natural resource rights that could interfere with Lessee's rights hereunder. During the Lease Term, Lessor may not use, or permit the use of the Premises for the purpose of exploring for, extracting, producing or mining such oil, gas, minerals, or other natural resources, including selling or leasing such interests to a third party, from the surface to a depth of 500 feet below the surface. Lessor may explore for, extract or produce oil, gas, minerals, and other natural resources from the Property in a manner which does not interfere with Lessee's use of the Premises or affect the System and utilizes a method, such as "directional drilling" which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

(m) Litigation. No litigation is pending, and, to the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises or Lessor's right or authority to enter into this Agreement. If Lessor learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Lessor will promptly deliver notice thereof to Lessee.

(n) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "**Security Interest**") in this leasehold or any portion thereof or in the Systems to one or more Financing Parties and Lessor hereby consents to the granting of such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage, security interest, easement, claim, use, or restriction or other interest in or lien upon the Property or Premises that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Agreement, and (iv) there is no existing mineral, oil and gas, water, or natural resource right that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein.

14. Hazardous Substances. Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any Hazardous Substances on, in, or under the Premises or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Party may suffer or incur due to any actions that relate to or arise from such Party's activities on the Premises or Property, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. Lessor shall further indemnify, defend and hold harmless Lessee and its Affiliates and their employees and agents from and against any and all Environmental Claims due to the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date. The indemnifications in this Section 14 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority. Lessor shall comply with all environmental regulations and all environmental requirements of all Illinois public bodies in all forms. This Section 14 shall survive the termination or expiration of this Agreement.

15. **Insurance.**

(a) **Generally.** Lessor and Lessee shall each maintain the insurance coverages set forth in **Exhibit D** in full force and effect throughout the Option Term, Lease Term and through the Removal Date through insurance policies, reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

(b) **Waiver of Subrogation.** Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

16. **Taxes.** Lessee shall pay, when due, any real estate or personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority directly resulting from assessments upon the value of the Systems installed on the Premises ("***Personal Property Taxes***"). Lessor shall pay all (i) taxes, assessments or other impositions which may be levied, assessed or imposed upon or with respect to the Property ("***Taxes and Assessments***"), including any annual increases thereon, except those that are the responsibility of Lessee, (ii) any transfer or conveyance tax arising out of this Agreement, (iii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iv) income and other taxes computed upon the basis of the rental payments paid under this Agreement. Lessee shall pay any increase in Taxes and Assessments accruing during the Lease Term to the extent resulting from the presence of the System on the Premises. ("***Lessee Real Property Taxes***" and together with Personal Property Taxes, "***Lessee Taxes***"). To the extent the applicable taxing authority provides a separate tax bill for the Lessee Taxes to Lessee, Lessee will pay such Lessee Taxes directly to the applicable taxing authorities prior to the date such Lessee Taxes become delinquent. If a separate tax bill for the Lessee Taxes is not provided to Lessee, Lessee shall pay the Lessee Taxes within thirty (30) days following receipt of written demand from Lessor of the amount of the Lessee Taxes with a copy of the applicable tax bill. In the event that Lessor fails to pay any such taxes or other fees and assessments for which it is responsible under this Agreement, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Agreement. If Lessor receives notice of any new Lessee Taxes, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such Lessee Taxes, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the Lessee Taxes and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 16.

17. **Liability and Indemnity.**

(a) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) asserted by third parties for injury or death to Persons (including employees of either Party) and/or physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a material breach of any obligation, representation or warranty of the indemnitor under this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

(b) Lessee shall not be responsible to Lessor or any third party, for any claims, costs or damages, including fines or penalties, attributable to any violations of Applicable Laws existing prior to the Effective Date, or by any party other than the Lessee Parties.

(c) This Section 16 shall survive the termination or expiration of this Agreement.

18. **Casualty/System Loss.**

(a) In the event the Premises or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Premises impractical, as determined by Lessee in its sole and absolute discretion, then Lessee may elect to terminate this Agreement by providing notice to Lessor of such termination within ninety (90) days of Lessee's knowledge of the damage or destruction, which termination will be effective as of a date of such damage or destruction. If Lessee does not elect to terminate this Agreement within ninety (90) days of such a casualty, then the Rent shall be abated until such time as Lessee's use of the Premises is restored or four hundred and fifty-five (455) days from Lessee's knowledge of the damage or destruction, whichever occurs first. Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Systems, which replacement or restoration shall be Lessee's responsibility.

(b) In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("**System Loss**"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue this Agreement. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, Lessee may terminate this Agreement effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee the portion of the pre-paid Rent covering the days remaining between the date of such System Loss and the next anniversary of the Commercial Operation Date.

(c) In the event of termination under this Section 18, Lessee shall remove the Systems in accordance with Section 6(c).

19. **No Consequential Damages.** Notwithstanding any other provision in this Agreement, neither Lessee nor Lessor shall be liable to the other for any consequential, punitive, or indirect damages, including without limitation, loss of use of their property, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence or breach of warranty.

20. **Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Agreement immediately upon notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation under this Agreement. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. **Assignment.**

(a) Lessor shall not assign any of its rights, duties or obligations under this Agreement without the prior consent of Lessee, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, prior consent of Lessee is not required for an assignment of this Agreement in connection with a sale or other disposition of the Property pursuant to Section 13(d), provided that Lessor has given Lessee notice thereof at least thirty (30) days prior to the disposition.

(b) Lessee shall not assign or sublease any of its rights, duties or obligations under this Agreement without the prior consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may, without consent from Lessor, assign any of its rights, duties or obligations under this Agreement: (i) to a Financing Party pursuant to Section 21(c), (ii) to one or more of its Affiliates, (iii) to one or more third parties in connection with a collateral assignment of rights, mortgage, pledge or otherwise, (iv) to any Person or entity succeeding to all or substantially all of the stock or assets of Lessee, or (v) to a successor entity in a merger or acquisition

transaction. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent and assignment agreement with Lessee's Financing Party.

(c) Notwithstanding anything herein to the contrary, Lessee may collaterally assign this Agreement and the System to a Financing Party without the need for consent from Lessor. Upon receipt of notice of the name and address of the Financing Party, Lessor agrees to deliver any notices of default to the Financing Party simultaneously with the delivery of such notices of default to Lessee. The Financing Party will have the right to cure any defaults or breaches by Lessee within the time periods provided hereunder for Lessee plus an additional sixty (60) days in the case of an Event of Default under Section 22, and in order to succeed to the rights and obligations of Lessee under this Agreement shall not be required to cure any defaults by Lessee under Section 22 that by their nature are not capable of being cured by the Financing Party. Any such notices shall be sent to the Financing Party at the address specified in writing to Lessor by Lessee or any Financing Party. Failure by Lessor to give the Financing Party such notice shall not diminish the Financing Party's rights against Lessee, but shall preserve all rights of the Financing Party to cure any default and to remove any property of Lessee located on the Premises.

(d) If Lessor has been notified of the existence of a Financing Party, Lessor will not agree to any amendment, modification or voluntary termination of this Agreement without the prior written consent of the Financing Party. Upon receipt of a written request from any Financing Party, Lessor shall make any and all payments due and owing by Lessor under this Agreement, if any, to an account designated by Financing Party, and Lessee agrees that such payment by Lessor will fully satisfy Lessor's payment obligations with respect to this Agreement to the extent of such payment. Lessor agrees that, upon foreclosure (or assignment in lieu of foreclosure) of its mortgage or security interest in the System, the Financing Party may succeed to the rights and obligations of Lessee under this Agreement. The Financing Party will be responsible for performance of Lessee's obligations after it succeeds to Lessee's interests under this Agreement, but shall have no further liability hereunder after it assigns such interests to a third party.

(e) If this Agreement is rejected or disaffirmed by Lessee pursuant to bankruptcy law or other law affecting creditor's rights and within ninety (90) days after such event any Financing Party shall have arranged to the reasonable satisfaction of Lessor for performance of Lessee's obligations under this Agreement, then Lessor shall execute and deliver to such Financing Party or to a designee of such Financing Party a new agreement which (i) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; and (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement.

(f) An assignment by either Party in accordance with this Section 21 shall, provided that assignee assumes the assignor's obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

(g) The provisions of this Section 21 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 21 were a separate and independent contract made by Lessor, Lessee and each Financing Party. Lessee's Financing Parties shall be express third party beneficiaries of this Section 21.

22. Defaults and Remedies.

(a) Events of Default. The occurrence of any of the following (each an "*Event of Default*") shall place the Party responsible for the Event of Default (the "*Defaulting Party*") in default of this Agreement, and the other Party (the "*Non-Defaulting Party*") shall be entitled to the remedies provided in Section 22(b): (i) a Party's failure to pay any amount required to be paid hereunder and such failure shall

continue for thirty (30) days after written notice of such failure has been received by the Defaulting Party, (ii) a Party's failure to perform any covenant or obligations hereunder, other than payment of monetary sums, or commitment of a material breach of this Agreement and the failure to cure such default within sixty (60) days after written notice specifying such failure has been received by the Defaulting Party, or (iii) if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required to complete the cure, a Party's failure to use diligence and good faith to commence and continue exercising commercially reasonable diligence to cure the Event of Default after such sixty (60) day period, and (iv) a Party becomes subject to a Bankruptcy Event. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy in escrow with any reputable third party escrow, or may interplead the same, which amount shall remain undistributed and shall not accrue interest or penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

(b) **Remedies.** Except as qualified by Section 21(c), upon the occurrence of, and during the continuance of an Event of Default, the Non-Defaulting Party shall: (i) have the right to terminate this Agreement by giving written notice of termination to the Defaulting Party; and (ii) have all rights and remedies that may be available to the Non-Defaulting Party at law or in equity.

23. **Notices.** All notices under this Agreement shall be made in writing to the Addresses for Notices specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, registered or certified mail return receipt requested, or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing written notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

24. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of any subsequent breach of such term, condition, or provision, or any other term, condition, or provision contained herein.

25. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

26. **Headings.** The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

27. **Invalid Term.** If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement; *provided, however*, that the Parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

28. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.

29. **Dispute Resolution.** In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, the Parties agree to engage in good faith negotiations to resolve such dispute. If the Parties are unable to resolve such dispute

through such negotiations, either Party may, within a reasonable time after the dispute has arisen, pursue all available legal and/or equitable remedies.

30. **Attorney's Fees.** In the event there is a lawsuit, action, arbitration, or other proceeding between Lessee and Lessor, which arises from or concerns this Agreement, whether that lawsuit, action, arbitration, or other proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its actual attorneys' and expert or consultants' fees and court costs, in such lawsuit, action, arbitration, or other proceeding.

31. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT.

32. **Binding Effect.** This Agreement and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

33. **Counterparts.** This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party agrees that signatures transmitted by facsimile or electronically shall be legal and binding and have the same full force and effect as if an original of this Agreement and had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

34. **Entire Agreement.** This Agreement, including the Cover Sheet and all exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Agreement that Party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

35. **Further Assurances.** Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 35.

36. **Force Majeure.** Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 36 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Agreement upon ninety (90) days' prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event shall still continue and the material

obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Agreement shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Agreement pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Agreement shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

37. **Confidentiality.** Lessor will maintain in strict confidence, for the sole benefit of Lessee, the existence and the terms of this Agreement and the transactions contemplated herein, including but not limited to any business plans, financial information, technical information regarding the design, operation, maintenance of the System; *provided, however*, Lessor may disclose this Agreement and the transactions contemplated herein to Lessor's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

38. **Memorandum of Lease.** Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as **Exhibit E** shall be recorded in the office where real estate records are customarily filed in the jurisdiction of the Premises.

39. **Brokers.** In the event any broker or other party claims a commission, the Party responsible for the contact with that claimant shall indemnify, defend and hold the other Party harmless from that claim, and including, without limitation, the payment of any attorneys' fees and costs incurred.

40. **Interpretation.** This Agreement shall not be construed against the Person or entity preparing it, but shall be construed as if all of the Parties jointly prepared this Agreement without any uncertainty or ambiguity being interpreted against any one of them.

41. **No Partnership.** This Agreement is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee' and 'grantor' and 'grantee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party, other than as provided in Section 3(d).

42. **Intentionally Omitted.**

43. **Time is of the Essence.** Time is of the essence with respect to all provisions within this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

LESSOR:

TAZEWELL COUNTY, ILLINOIS

By: _____

Name: _____

Title: _____

LESSEE:

PEARL ST SOLAR 1, LLC

An Illinois Limited Liability Company

BY: GREENKEY SOLAR, LLC

its sole member and manager

By: _____

Name: John Hunter Strader

Title: Authorized Person

EXHIBIT A

DESCRIPTION OF PROPERTY

A PART OF THE NORTH WEST FCORNER OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 11, A PART OF THE SOUTH WEST PART OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION ELEVEN, THE EAST HALF OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 11, A PART OF THE NORTHEAST CORNER OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14 AND THE EAST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 14, A SECTION OF LAND OFF OF LAND IN THE WEST PART OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION FOURTEEN, ALSO THE NORTH HALF OF THE SAME PIECE OF LAND COVENEYED TO PHILLIPS FLAGER BY GEORGE W DEAN AND WIFE BY DEED BEARING DATE JUNE 27, 1836 DESCRIBED AS FOLLOWS: COMMENCING AT A BLACK OAK 18 INCHES IN DIAMETER BEARING SOUTH 14 DEGREES EAST 17 LINKS BEING 9 CHAINS AND 75 LINKS SOUTH OF THE NORTH WEST CORNER OF THE WEST ½ OF THE SOUTH EAST QUARTER OF SECTION 11 IN TOWNSHIP 24 NORTH RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST 10 CHAINS 70 LINKS TO AN ELM 18 INCHES IN DIAMETER BEARING NORTH 23 DEGREES WEST 11 LINKS, THENCE RUNNING 5 DEGREES 35 MINUTES EAST 9 CHAINS AND 66 LINKS TO A HICKORY 14 INCHES IN DIAMETER BEARING NORTH 69 DEGREES EAST 10 LINKS THENCE WEST 10 CHAINS 12 LINKS TO A BLACK OAK 18 INCHES BEARING 71 DEGREES EAST 6 LINKS THENCE NORTH 9 CHAINS AND 62 LINKS TO THE PLACE OF BEGINNING THE WHOLE OF THE LAST TRACT CONTAINING 10 ACRES, THE WHOLE OF THE FOREGOING LAND BEING IN TOWNSHIP 24 NORTH RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN RESERVING THE RIGHT OF WAY TO THE INDIANAPOLIS BLOOMINGTON AND WESTERN RAILWAY COMPANY

ALSO

COMMENCING AT A STAKE FIFTY (50) FEET NORTH OF THE CENTER OF THE CLEVELAND, CINCINNATI CHICAGO AND SAINT LOUIS RAIL ROAD ON THE NORTH RIGHT OF WAY AND ON THE EAST LINE OF THE NORTH EAST QUARTER OF SECTION FOURTEEN (14) IN TOWNSHIP TWENTY FOUR (24) NORTH, RANGE FOUR (4) WEST OF THE THIRD PRINCIPAL MERIDIAN, THENCE RUNNING NORTH 5 DEGREES WEST 32.55 CHAINS TO A STONE AT THE NORTH EAST CORNER OF SECTION FOURTEEN (14); THENCE RUNNING SOUTH 85 DEGREES WEST 6.555 CHAINS TO THE CENTER OF THE CREEK, THENCE RUNNING SOUTH 62 DEGREES 36 MINUTES EAST 3.14 CHAINS, THENCE RUNNING SOUTH 68 DEGREES 41 MINUTES WEST 2.505 CHAINS, THENCE SOUTH 7 DEGREES 8 MINUTES WEST 1.34 CHAINS, THENCE SOUTH 46 DEGREES 22 MINUTES EAST 4.285 CHAINS, THENCE SOUTH 83 DEGREES 47 MINUTES EAST NINETY SIX LINKS, THENCE SOUTH 18 DEGREES 28 MINUTES EAST FIVE.095 CHAINS, THENCE SOUTH 24 DEGREES 2 MINUTES WEST 4.575 CHAINS, THENCE SOUTH 61 DEGREES 5 MINUTES WEST 2.66 CHAINS, THENCE SOUTH 15 DEGREES 20 MINUTES EAST FIVE.665 CHAINS, THENCE SOUTH 57 DEGREES WEST 4.31 CHAINS, THENCE SOUTH 4 DEGREES EAST 5.35 CHAINS TO THE NORTH LINE OF THE RIGHT OF WAY OF THE CLEVELAND CINCINNATI CHICAGO AND SAINT LOUIS RAIL ROAD THENCE SOUTH 79 DEGREES EAST 9.32 CHAINS TO THE PLACE OF BEGINNING;

ALSO

COMMENCING AT THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO ROBERT G. BUSSE, MRS. R.V.GRIMMER, GARY GRIMMER AND NANCY GRIMMER MOSSNER, IN BOOK 2915 AT PAGE 169 IN THE RECORDERS OFFICE OF TAZEWEEL COUNTY, THENCE EAST ALONG THE NORTH BOUNDARY LINE OF PROPERTY CONVEYED IN BOOK 2915 AT PAGE 123 IN THE RECORDER'S OFFICE OF TAZEWEEL COUNTY; BY CONRAIL, HEREINAFTER "SAID PROPERTY", APPROXIMATELY 2042 FEET TO A POINT, SAID POINT BEING THE BOUNDARY LINE BETWEEN THE PROPERTY OWNED BY THE GRANTEEES AND JOHN J.GETZ, THENCE SOUTH 100 FEET TO A POINT, SAID POINT BEING LOCATED ON THE SOUTHERN BOUNDARY OF SAID PROPERTY, THENCE WEST ALONG THE SOUTHERN BOUNDARY OF SAID PROPERTY APPROXIMATELY 2042 FEET TO A POINT, SAID POINT BEING 100 FEET SOUTH OF THE PLACE OF BEGINNING, THENCE NORTH 100 FEET TO THE PLACE OF BEGINNING; ALL OF SAID PROPERTY BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13. ALSO A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWEEL COUNTY, ILLINOIS.

Parcel Number: 11-11-14-200-001

EXHIBIT B

DESCRIPTION OF PREMISES AND EASEMENTS

The Premises consists of approximately 15 acres located at the Property as described and/or depicted below.

Lessor agrees that the Description of the Premises and Easements will be replaced with actual metes and bounds upon completion of System design and site survey.

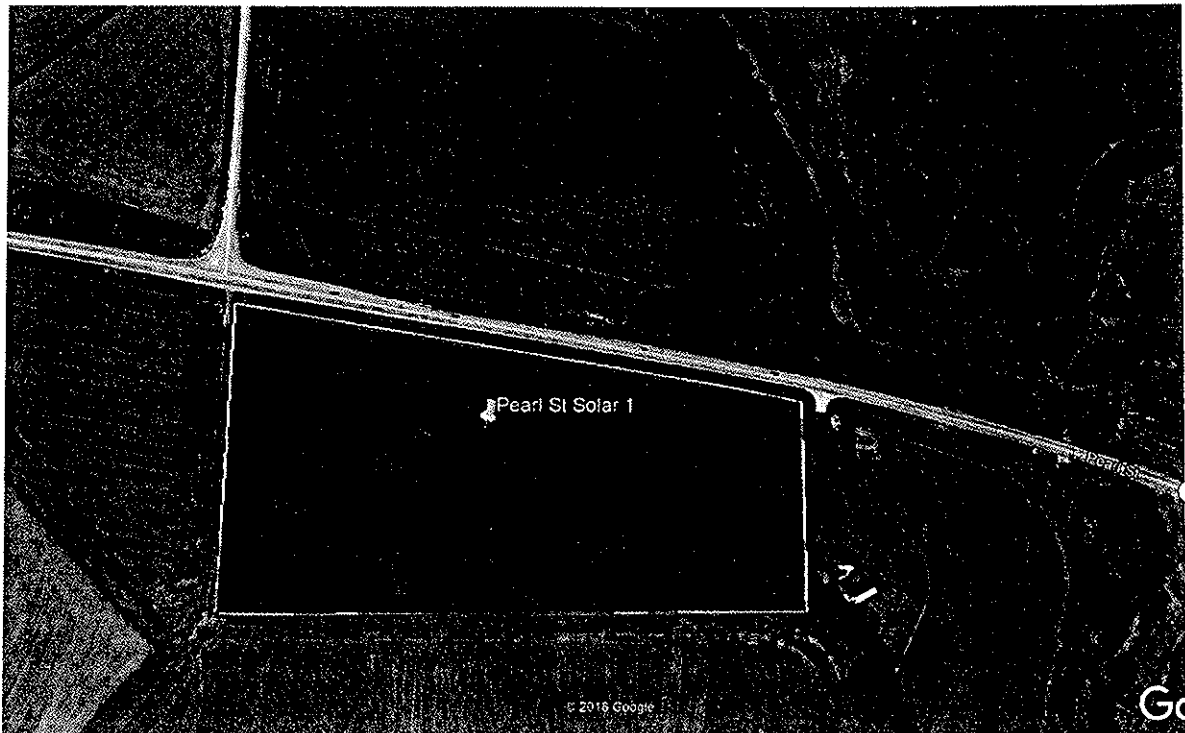


EXHIBIT C

DEFINITIONS

“*Abandonment Notice*” has the meaning set forth in Section 6(c) of this Agreement.

“*Access Easement*” has the meaning set forth in Section 4(c).

“*Affiliate*” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

“*Agreement*” has the meaning set forth on page 1 herein.

“*Applicable Law*” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“*Authorization Letter*” has the meaning set forth in Section 3(d) of this Agreement.

“*Bankruptcy Event*” means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

“*Business Day*” means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

“*Commercial Operation Date*” means the date on which the System(s) are ready for commercial operation after required testing.

“*Event of Default*” has the meaning set forth in Section 22(a) of this Agreement.

“*Defaulting Party*” has the meaning set forth in Section 22(a) of this Agreement.

“*Development Rights*” has the meaning set forth in Section 42 of this Agreement.

“*Dispute*” has the meaning set forth in Section 29 of this Agreement.

“*Easements*” has the meaning set forth in Section 4(c) of this Agreement.

“*Environmental Attributes and Incentives*” means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

“Environmental Claims” means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party’s activities on the Property.

“Environmental Law” means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

“Event of Default” has the meaning set forth in Section 22(a) of this Agreement.

“Exercise Notice” has the meaning set forth in Section 4(a) of this Agreement.

“Expiration Date” has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Agreement.

“Extension Exercise Notice” has the meaning set forth in Section 7 of this Agreement.

“Extension Option” has the meaning set forth in Section 7 of this Agreement.

“Extension Term” has the meaning set forth in Section 7 of this Agreement.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Lease Commencement Date and shall confirm any change in such contact information upon request of Lessor.

“Force Majeure Event” means, when used in connection with the performance of a Party’s obligations under this Agreement, any events or circumstances beyond the affected Party’s reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party’s performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

“Governmental Approvals” has the meaning set forth in Section 3(d) of this Agreement.

“Governmental Authority” means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

“Hazardous Substances” means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment,

natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

“Insolation” has the meaning set forth in Section 13(g) of this Agreement.

“Land” has the meaning set forth in Recital B.

“Lease Commencement Date” has the meaning set forth in Section 4(a) of this Agreement.

“Lease Term” has the meaning set forth on the Cover Sheet of this Agreement.

“Lessee Real Property Taxes” has the meaning set forth in Section 16 of this Agreement.

“Lessee Parties” means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects, and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives, and invitees.

“Lessee Taxes” has the meaning set forth in Section 16 of this Agreement.

“Lessor Parties” means, individually or collectively, Lessor, its Affiliates, and any of their authorized representatives, agents, employees, managers, and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee’s System.

“Non-defaulting Party” has the meaning set forth in Section 22(a) of this Agreement.

“NDA” has the meaning set forth in Section 13(f) of this Agreement.

“Operation Term” has the meaning set forth in Section 5(b) of this Agreement.

“Option” has the meaning set forth in Section 3(a) of this Agreement.

“Option Term” has the meaning set forth in Section 3(b) of this Agreement.

“Party” or “Parties” has the meaning set forth on page 1 of this Agreement.

“Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Personal Property Taxes” has the meaning set forth in Section 16 of the Agreement.

“Premises” has the meaning set forth in Recital B of this Agreement.

“Property” has the meaning set forth in Recital A of this Agreement.

“Public Official” has the meaning set forth in Section 42 of this Agreement.

“Removal Date” means the date not be later than one hundred-eighty (180) days after either the Expiration Date or the date of earlier termination of this Agreement, if applicable, when Lessee shall complete the removal of all of its tangible property comprising the System from the Premises.

“Rent” has the meaning set forth in Section 5(a) of this Agreement.

“Security Interest” has the meaning set forth in Section 13(n) of this Agreement.

“System(s)” means the solar photovoltaic system or systems installed and operating at the Premises, together with all electrical production, transmission, distribution, and storage facilities, hardware and materials, including without limitation, panels, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, batteries, features and improvements necessary to produce, transmit and store electric energy at such facility (excluding power to the Property).

“System Loss” has the meaning set forth in Section 18(b) of this Agreement.

“System Removal” has the meaning set forth in Section 6(c) of this Agreement.

“Taxes and Assessments” has the meaning set forth in Section 16 of this Agreement.

“Tests” has the meaning set forth in Section 2 of this Agreement.

“Utility Easement” has the meaning set forth in Section 4(c) of this Agreement.

EXHIBIT D

INSURANCE

The Parties shall maintain the following insurance coverages in full force and effect throughout the Option Term and Lease Term:

Lessor: Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence.

Lessee: (i) Workers' Compensation at statutory limits and Employer's Liability Coverage of at least \$1,000,000.00 per occurrence, (ii) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence, and (iii) Automobile Liability Coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Subject to the mutual waivers granted in Section 15 of this Agreement, any insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it.

EXHIBIT E

MEMORANDUM OF OPTION AND LEASE

[See attached]

**Recording Requested by and
after recording return to:**
Pearl St Solar 1, LLC
c/o GreenKey Solar, LLC
73 W Monroe
Chicago, IL 60603
Attn: John Hunter Strader

MEMORANDUM OF OPTION AND LEASE

THIS MEMORANDUM OF OPTION AND LEASE (the "*Memorandum*"), is made as of _____, 20__, by and between Tazewell County, Illinois, a _____ having its principal place of business located at _____, Illinois ("*Lessor*") and Pearl St Solar 1, LLC, a Illinois limited liability company with its principal place of business located at 1814 Franklin Street, Suite 700, Oakland, California 94612 ("*Lessee*").

1. Lessor and Lessee are parties to that certain Option and Lease Agreement (the "*Option and Lease*"), dated as of even date herewithin (the "*Effective Date*") covering a portion of that certain parcel of land and the improvements thereon described in Schedule A annexed hereto (the "*Property*").
2. Under the Option and Lease, Lessee has an option to lease and acquire easements over a portion of the Property as described in **Schedule A** annexed hereto (the "*Premises*"), which option commences on the Effective Date and lasts for Five-Hundred and Fourty (540) days thereafter. The option term may be extended for two addition terms of Three Hundred and Sixty-Five (365) days each.
3. The commencement date of Lessor's lease of the Premises shall be the date of Lessor's exercise of the option.
4. If the option is exercised, the initial term of the lease will be for twenty (20) years, and Lessee shall have the option to extend the lease for up to four (4) additional five (5)-year terms, subject to earlier termination or extension pursuant to the terms of the Option and Lease or applicable law.
5. Under the Option and Lease, Lessee has an option to acquire easements over a portion of the Property as described in **Schedule A** annexed hereto (the "*Easements*"). The term of the option to acquire the Easements and the term of the Easements are co-terminus with the option to lease and lease, as extended.
6. All of the terms, covenants and conditions of the Option and Lease are incorporated herein and made a part hereof. The purpose of this Memorandum is to give notice of the existence of the tenancy and Easements created by the Option and Lease; and shall not be construed to vary or otherwise affect the rights or obligations of the parties under the Option and Lease as it may be amended.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum as of the date first above written.

LESSOR:

COUNTY OF TAZEWELL ILLINOIS
a body politic and corporate

By: **J. David Zimmerman** _____

Title: **Chairman, Tazewell County Board**

LESSEE:

PEARL ST SOLAR 1, LLC
An Illinois Limited Liability Company

By: **GREENKEY SOLAR, LLC**

its sole member and manager

By: _____

Name: John Hunter Strader

Title: Authorized Person

SCHEDULE A
to
Memorandum of Option and Lease
PREMISES AND EASEMENT LEGAL DESCRIPTION

EXHIBIT F

FORM OF AMENDMENT TO DESCRIBE THE PREMISES

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("***Amendment***") is made and entered into as of _____, 201_ (the "***Effective Date***"), between Tazewell County, Illinois, ("***Lessor***") and Pearl St Solar 1, LLC, an Illinois limited liability company (the "***Lessee***").

WHEREAS, Lessor and Lessee entered into that certain Option and Lease Agreement, dated _____, 201_ with respect to the property commonly known as 21314 IL RTE 9, Tremont, IL (Parcel Number 11-11-14-200-001), (collectively, the "***Lease***").

WHEREAS, the legal descriptions for the Premises and Easements shown on Exhibit B were based on preliminary site discovery information and were contemplated to be replaced with actual metes and bounds upon completion of System design and site survey.

WHEREAS, Lessee has completed its System design and site survey and the parties now seek to replace the legal descriptions attached to Exhibit B with the legal descriptions for the current design.

WHEREAS, the parties desire to amend the Lease on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree, as follows:

1. **Recitals**. The foregoing recitals are incorporated herein as if set forth at length. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Lease. All references herein to the Lease shall include the Lease as modified by this Amendment.
2. **Premises and Easement Exhibit**. Exhibit B of the Lease is hereby deleted in its entirety and replaced with **Schedule 1** attached hereto.
3. **Ratification; Full Force and Effect**. Except as amended by this Amendment, the Lease is hereby ratified, confirmed and approved in all respects.
4. **Provisions Binding**. All rights and liabilities given to or imposed upon either of the parties to this Amendment shall extend to and are binding upon the parties hereto and their respective successors and assigns.
5. **Entire Agreement**. This Amendment (a) together with the Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties, (b) may not be modified or amended except by written agreement signed by the parties, (c) will be governed by the laws of the State of Illinois, without regard to principles of conflicts of laws and (d) may be executed by facsimile signature and in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LESSOR:

COUNTY OF TAZEWELL, ILLINOIS

By: _____
Name: J. David Zimmerman
Title: Chairman, Tazewell County Board

LESSEE:

PEARL ST SOLAR 1, LLC

an Illinois Limited Liability Company

By: GreenKey Solar, LLC
its sole member and manager

By: _____
Name: John Hunter Strader
Title: Authorized Person

SCHEDULE 1

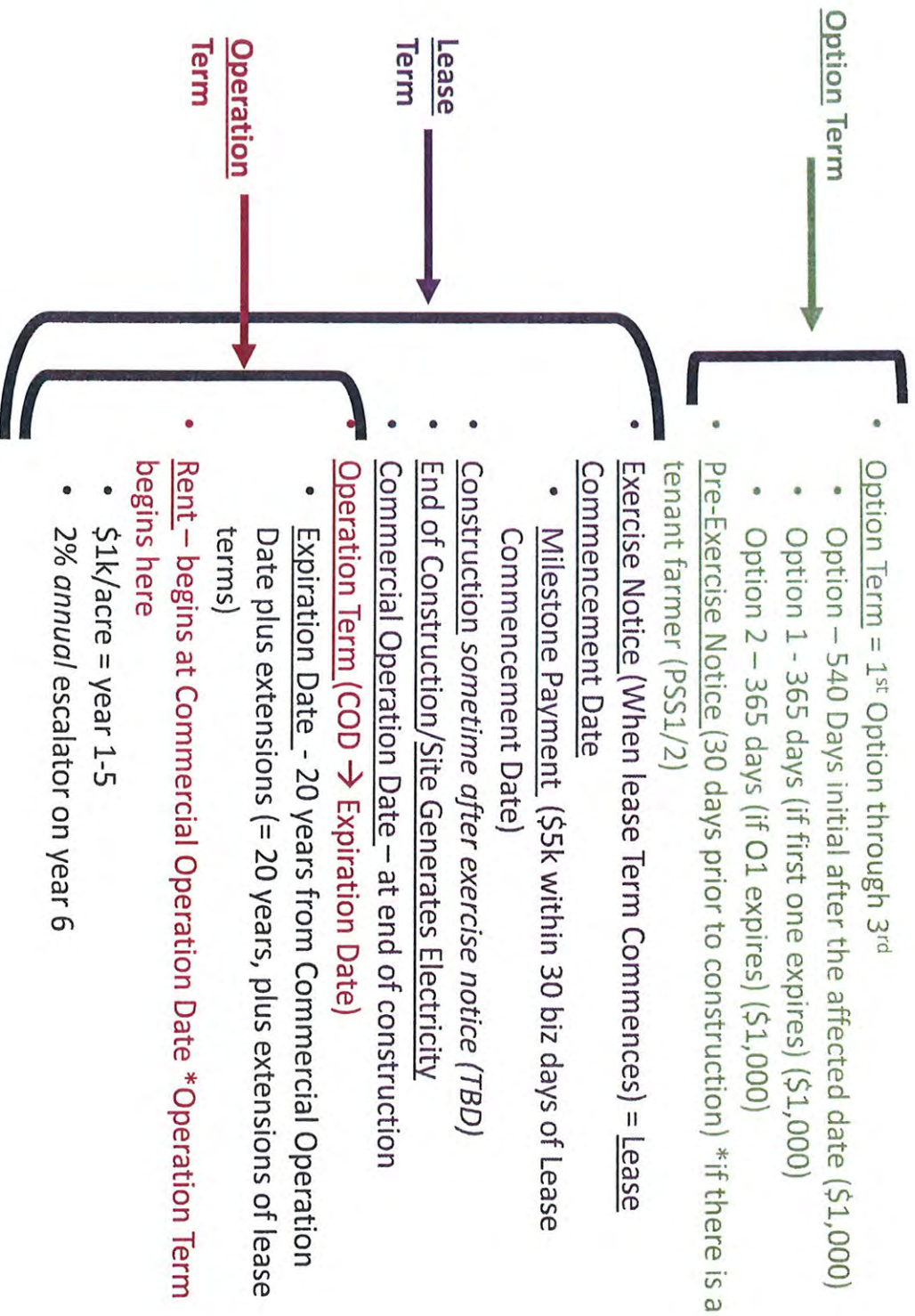
EXHIBIT B

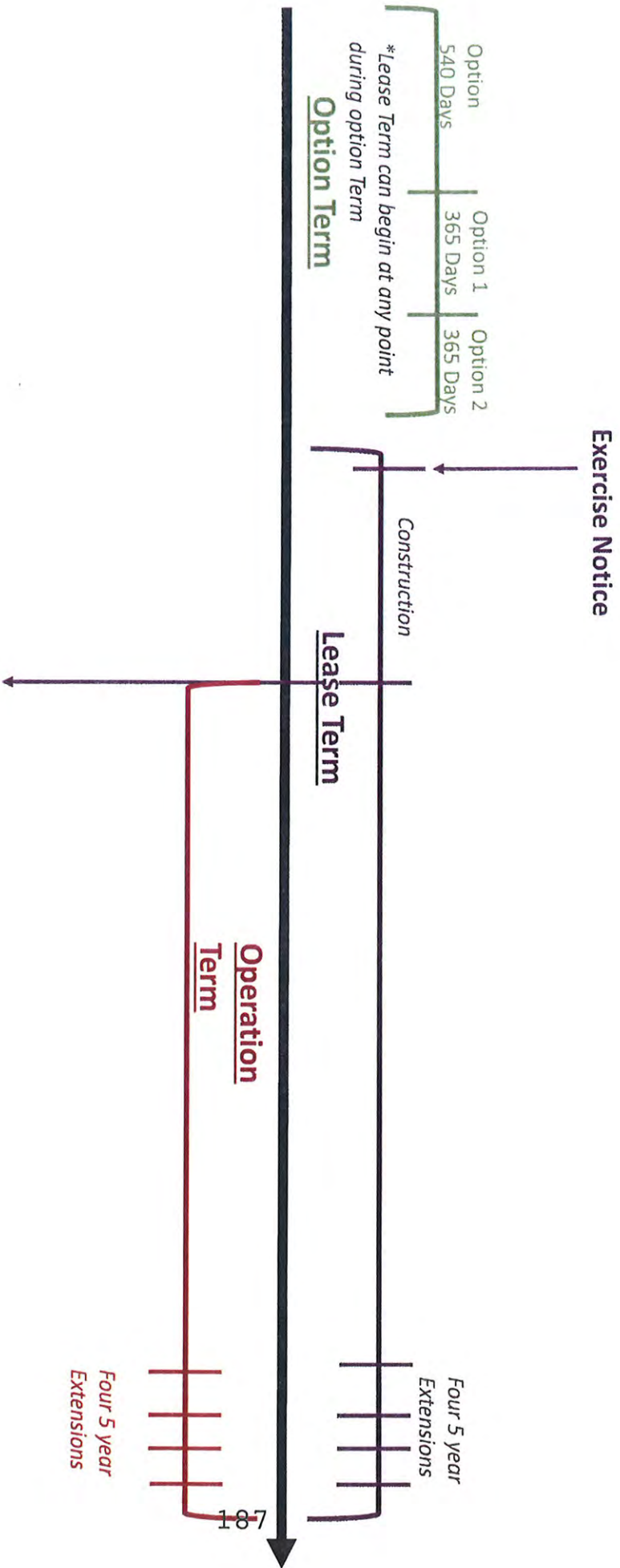
DESCRIPTION OF PREMISES AND EASEMENTS

EXHIBIT G

RENT

	Year	Payment Amount (Per Acre Per Year)
Years 1-5:	1	\$1,000.00
	2	\$1,000.00
	3	\$1,000.00
	4	\$1,000.00
	5	\$1,000.00
Years 6-10:	6	\$1,020.00
	7	\$1,040.40
	8	\$1,061.21
	9	\$1,082.43
	10	\$1,104.08
Years 11-15:	11	\$1,126.16
	12	\$1,148.69
	13	\$1,171.66
	14	\$1,195.09
	15	\$1,218.99
Years 16-20:	16	\$1,243.37
	17	\$1,268.24
	18	\$1,293.61
	19	\$1,319.48
	20	\$1,345.87
1st Renewal Term - Years 21-25:	21	\$1,372.79
	22	\$1,400.24
	23	\$1,428.25
	24	\$1,456.81
	25	\$1,485.95
2nd Renewal Term - Years 26-30:	26	\$1,515.67
	27	\$1,545.98
	28	\$1,576.90
	29	\$1,608.44
	30	\$1,640.61
3rd Renewal Term - Years 31-35:	31	\$1,673.42
	32	\$1,706.89
	33	\$1,741.02
	34	\$1,775.84
	35	\$1,811.36
4th Renewal Term - Years 36-40:	36	\$1,847.59
	37	\$1,884.54
	38	\$1,922.23
	39	\$1,960.68
	40	\$1,999.89





Commercial Operation Date (Construction is complete and system is generating electricity – **Operation Term Begins**)

Pearl St Solar 1, LLC Pearl St Solar 2, LLC

Solar Project Summary for Tazewell County Executive
Committee and County Board

Approx Lease Area (min 12.5 acres) Pearl St Solar 1, LLC



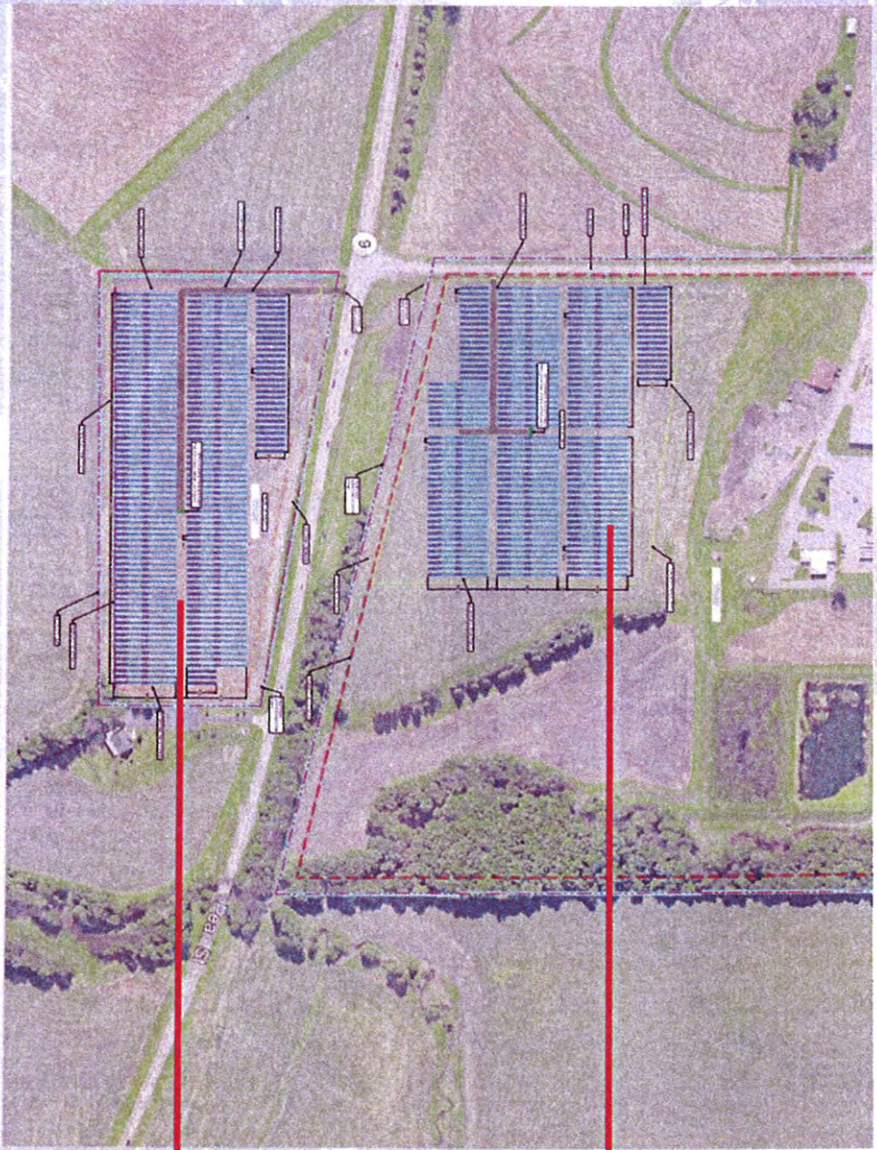
© 2016 Google

Approx Lease Area (min 12.5 acres) Pearl St Solar 2, LLC



3

Overall Draft Site Plan



Pearl St Solar 2, LLC

Pearl St Solar 1, LLC

Privileged and Confidential

Important Key Real Estate Terms

- Property = Entire Parcel
- Land = fenced-in lease area
- Premises = Land + Easements = acreage that Rent (\$/acre) is multiplied against

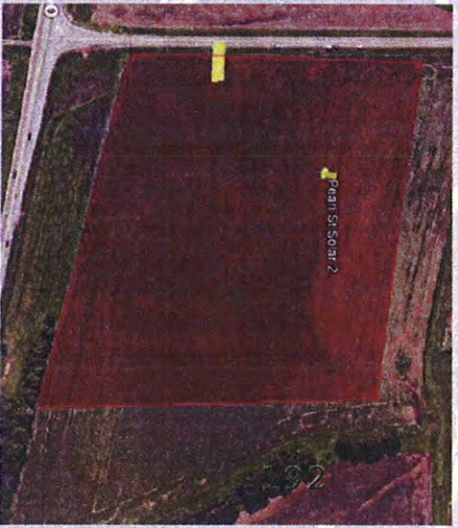
Turquoise parcel boundary = Property



Red shaded area = (approximate) Land



Red shaded area + Yellow Easement = Premises



****NOTE – all drawings are approximate at this stage and subject to final engineering and will be amended in the Lease with final as-built ALTA surveys (after the solar array is constructed)**

Rent

- Rent = One Thousand Dollars (\$1,000.00) per acre per lease year with a 2% annual escalator beginning after the 5th year (beginning in Year 6) as set out on Exhibit G attached hereto.
- Minimum of 12.5 acres per project
- "Lessee shall pay to Lessor Rent equal to the applicable per acre rental fee identified on the Exhibit G attached hereto multiplied by the number of acres included in the Premises"

		Payment Amount (Per Acre Per Year)
Years 1-5:	Year 1	\$1,000.00
	2	\$1,000.00
	3	\$1,000.00
	4	\$1,000.00
	5	\$1,000.00
Years 6-10:	6	\$1,020.00
	7	\$1,040.40
	8	\$1,061.21
	9	\$1,082.43
	10	\$1,104.08
	11	\$1,126.16
Years 11-15:	12	\$1,148.69
	13	\$1,171.66
	14	\$1,195.09
	15	\$1,218.99
	16	\$1,243.37
Years 16-20:	17	\$1,268.24
	18	\$1,293.61
	19	\$1,319.48
	20	\$1,345.87
	21	\$1,372.79
1st Renewal Term - Years 21-25:	22	\$1,400.21
	23	\$1,428.25
	24	\$1,456.81
	25	\$1,485.95
	26	\$1,515.67
2nd Renewal Term - Years 26-30:	27	\$1,545.98
	28	\$1,576.90
	29	\$1,608.44
	30	\$1,640.61
	31	\$1,673.42
3rd Renewal Term - Years 31-35:	32	\$1,706.89
	33	\$1,741.02
	34	\$1,775.84
	35	\$1,811.36
	36	\$1,847.59
4th Renewal Term - Years 36-40:	37	\$1,884.54
	38	\$1,922.23
	39	\$1,960.68
	40	\$1,999.89

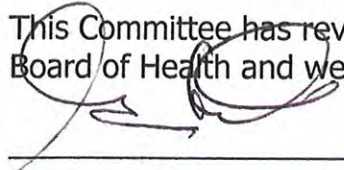
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Sinn of 607 S. Locust, Tremont, IL to the Tazewell County Board of Health for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Greg Sinn to the Tazewell County Board of Health and we recommend said reappointment be approved.

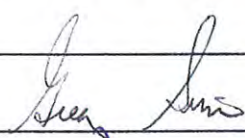


Mindy Day

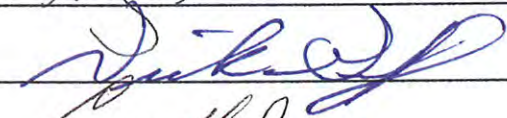
Nancy Puck

Kim Forstberg

Monica Connett



Greg Sinn



Carol Ann

M. Hain

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Greg Sinn 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 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

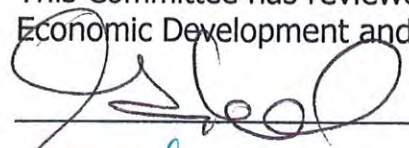
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Joe Wolfe of 402 Insull, Pekin, IL to the Manito Area Regional Economic Development for a term commencing December 1, 2018 and expiring November 30, 2020.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Joe Wolfe to the Manito Area Regional Economic Development and we recommend said reappointment be approved.



Mindy Day

Nancy Proch

Kim [unclear]

Monica Connett

Joe Wolfe

[Signature]

Carroll [unclear]

[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Joe Wolfe to the Manito Regional Economic Development.

The County Clerk shall notify the County Board Office and the County Board Office will notify the County Board Chairman of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Sinn of 607 S Locust St., Tremont, IL 61568 to the Tazewell County Extension Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Greg Sinn to the Tazewell County Extension Board and we recommend said reappointment be approved.

_____	_____
<i>Misty Day</i>	<i>Greg Sinn</i>
_____	_____
<i>Nancy Fraese</i>	<i>[Signature]</i>
_____	_____
<i>Kim [Signature]</i>	<i>[Signature]</i>
_____	_____
<i>Monica Connett</i>	<i>[Signature]</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Greg Sinn to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board at 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Toni Minton of 904 Dogwood Drive, Washington, IL to the Tazewell County Extension Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Toni Minton to the Tazewell County Extension Board and we recommend said appointment be approved.

_____	_____
<i>Mindy Day</i>	<i>David Zimmerman</i>
_____	_____
<i>Nancy Proche</i>	<i>John Hoff</i>
_____	_____
<i>Kimberly</i>	<i>John</i>
_____	_____
<i>Carroll</i>	<i>Mark</i>
_____	_____
<i>Monica Connett</i>	<i>Mark</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Toni Minton to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board at 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

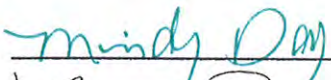
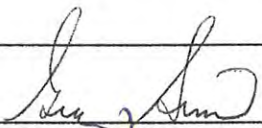
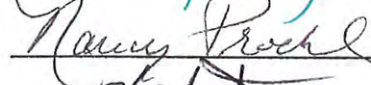

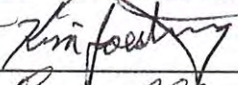
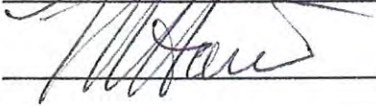
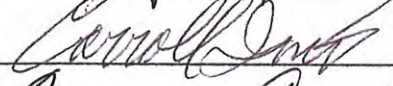

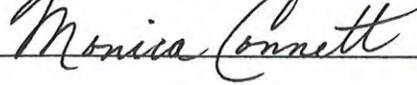
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Carroll Imig of 329 NW Monroe, PO Box 493, Hopedale, IL 61534 to the Tazewell County Extension Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Carroll Imig to the Tazewell County Extension Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Carroll Imig to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board, 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint William Atkins, of 16 Cranford Drive, Washington, IL to the Tri-County River Valley Development Authority (TCRVDA) for a term commencing December 01, 2018 and expiring November 30, 2020.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of William Atkins to the Tri-County River Valley Development Authority (TCRVDA) and we recommend said appointment be approved.

Mindy Day

Nancy Proehl

Zimferling

Carol Jay

Monica Connett

David Zimmerman

[Signature]

[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of William Atkins to the Tri-County River Valley Development Authority (TCRVDA).

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRVDA of 456 Fulton Street, Suite 401, Peoria, IL 61602 of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Carroll Imig of 329 Monroe, PO Box 493, Hopedale, IL 61747 to the Mackinaw Valley Water Authority for a term commencing December 01, 2018 and expiring November 30, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Carroll Imig to the Mackinaw Valley Water Authority and we recommend said reappointment be approved.

_____	_____
<i>Mindy Day</i>	<i>Carroll Imig</i>
_____	_____
<i>Nancy Proehl</i>	<i>[Signature]</i>
_____	_____
<i>Kim [Signature]</i>	<i>[Signature]</i>
_____	_____
<i>Monica Carnett</i>	<i>[Signature]</i>
_____	_____

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Carroll Imig to the Mackinaw Valley Water Authority.

The County Clerk shall notify the County Board Office and the County Board Office will notify Mark J. McGrath, 113 Main Street, PO Box 139, Mackinaw, IL 61755.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Nancy Proehl, of 9776 Warner Road, Manito, IL to the Tazewell County Farm Bureau for a term commencing December 1, 2018 and expiring November 30, 2020.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Nancy Proehl to the Tazewell County Farm Bureau and we recommend said appointment be approved.

_____	_____
<i>Mindy Day</i>	<i>David Zimmerman</i>
<i>Nancy Proehl</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>Monica Cornett</i>	<i>[Signature]</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Nancy Proehl to the Tazewell County Farm Bureau.

The County Clerk shall notify the County Board Office and the County Board Office will notify County Board Chairman of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Seth Mingus of 101 Fleu di Lis, East Peoria, IL 61611 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Seth Mingus to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

Mindy Day

Nancy Probst

Tim Jost

Monica Connett

[Signature]

[Signature]

Carol Jones

[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Seth Mingus to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint K. Russell Crawford of 204 District Court, East Peoria, IL 61611 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

_____	_____
<i>Mindy Day</i>	<i>[Signature]</i>
_____	_____
<i>[Signature]</i>	<i>[Signature]</i>
_____	_____
<i>[Signature]</i>	<i>[Signature]</i>
_____	_____
<i>[Signature]</i>	<i>[Signature]</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Joe Wolfe of 402 Insull, Pekin, IL to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Joe Wolfe to the Tri-County Regional Planning Commission and we recommend said appointment be approved.

Mindy Day

Nancy Probst

Kim Polstra

Monica Connitt

David Zimmerman

Joe Wolfe

Carolyn Smith

Mark...

RESOLUTION OF APPROVAL

WHEREAS, the Tazewell County Board hereby approves the reappointment of Joe Wolfe to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Menold of 932 E. Dunne Street, Morton, IL to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Greg Menold to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

_____	_____
<i>Misty Day</i>	<i>[Signature]</i>
<i>Nancy Proehl</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>Monica Connett</i>	<i>[Signature]</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Greg Menold to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Timothy Neuhauser of 5 Hawthorne Cove, Morton, IL 61550 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Timothy Neuhauser to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

Mindy Day

Nancy Powell

Kimberly

Monica Connett

David Zimmerman

[Signature]

Carroll Perry

[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Timothy Neuhauser to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Sue Sundell of 6250 Sky Ranch Road, Manito, IL 61546 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Sue Sundell to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

Mindy Day

Nancy Proehl

Kim Westberg

Carol Ingh

Monica Connett

Sue Sundell

[Signature]

[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Sue Sundell to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Nancy Proehl of 9776 Warner Road, Manito, IL 61546 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Nancy Proehl to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

Mindy Day

Nancy Proehl

Kim Foster

Monica Cornett

David Zimmerman

[Signature]

[Signature]

[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Nancy Proehl to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Nick Graff of 111 Stonecrop Road, Morton, IL 61550 to We Care for a term commencing December 1, 2018 and expiring November 30, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Nick Graff to We Care and we recommend said reappointment be approved.

Mindy Day

Nancy Proehl

Kim Forstner

Monica Cornett

David Zimmerman

Nick Graff

Carolyn Jones

Mark Harris

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Nick Graff to We Care.

The County Clerk shall notify the County Board Office and the County Board Office will notify County Board Chairman of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Johnny Platt, Director of TC3, 1130 Koch Street, Pekin to the Emergency Telephone Systems Board for a term commencing January 01, 2018 and expiring November 30, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Johnny Platt to the Emergency Telephone Systems Board and we recommend said appointment be approved.

<hr/>	<hr/>
<i>Misty Day</i>	<i>David Zimmerman</i>
<hr/>	<hr/>
<i>Nancy Proehl</i>	<i>[Signature]</i>
<hr/>	<hr/>
<i>[Signature]</i>	<i>[Signature]</i>
<hr/>	<hr/>
<i>Monica Chnnett</i>	<i>[Signature]</i>
<hr/>	<hr/>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Johnny Platt to the Emergency Telephone Systems Board replacing the position held by Tammie Conover who has retired.

The County Clerk shall notify the County Board Office and the County Board Office will notify Chief Craig Hilliard of the Morton Police Department of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Timothy M. Gillespie of 2234 Sheridan Road, Pekin, IL to the Sheriff's Merit Commission for a term commencing January 01, 2018 and expiring April 30, 2024.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Timothy M. Gillespie to the Sheriff's Merit Commission and we recommend said appointment be approved.

_____	_____
<i>Mindy Day</i>	
<i>Nancy Pechel</i>	
<i>Kristina [unclear]</i>	
<i>Carroll Jones</i>	
<i>Monica Cornett</i>	
_____	_____
	<i>[Signature]</i>
	<i>[Signature]</i>
	<i>[Signature]</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Timothy M. Gillespie to the Sheriff's Merit Commission.

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

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Peter Kalman of 1 Robin Lane, Pekin, IL to the Sheriff's Merit Commission for a term commencing January 01, 2018 and expiring May 31, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Peter Kalman to the Sheriff's Merit Commission and we recommend said appointment be approved.

_____	_____
<i>Mindy Day</i>	
<i>Nancy Pracht</i>	<i>Ken Smith</i>
<i>Kim Johnson</i>	<i>David Kalman</i>
<i>Carroll Jones</i>	<i>Jeffrey Lower</i>
<i>Monica Conneth</i>	<i>Mark</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Peter Kalman to the Sheriff's Merit Commission.

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

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Bryan DeSutter of 201 N. Pollard Street, Manito, IL 61546, to the Hickory Grove Drainage & Levee District for a term which expires September 06, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Bryan DeSutter to the Hickory Grove Drainage & Levee District and we recommend said reappointment be approved.

Mindy Day

Nancy Prock

King Perkins

Carroll Davis

Monica Connett

Ken Sim

[Signature]

[Signature]

[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Bryan DeSutter to the Hickory Grove Drainage & Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify William H. Knuppel, 124 West Market Street, Havana, IL 62644 of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Don Edie of 310 Devonshire Road, Washington, IL 61571 to the Board of Review for a term commencing June 01, 2019 and expiring May 31, 2021.

COMMITTEE REPORT

To: Tazewell County Board
From: Executive Committee

The Committee has reviewed the reappointment of Don Edie to the Board of Review and we recommend said reappointment to be approved.

_____	_____
<i>Missy Day</i>	<i>[Signature]</i>
<i>Nancy Presch</i>	<i>[Signature]</i>
<i>Kris Johnson</i>	<i>Carroll Smith</i>
<i>Monica Cozzett</i>	<i>[Signature]</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Don Edie to the Board of Review.

The County Clerk shall notify the County Board Office and the County Board Office will notify the County Board Chairman of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



In-Place Human Resources Committee

Nancy Proehl, Chairman
James Carius Community Room
January 30, 2019

I. Roll Call

II. New Business

HR-19-06 Recommend to approve replacement hire in County Clerk's office

III. Recess

Members: Chairman Nancy Proehl, Vice Chairman Mindy Darcy, Bill Atkins,
Monica Connett, Nick Graff, Mike Harris, Carroll Imig, Greg Menold,
Toni Minton, Tim Neuhauser, Frank Sciortino



Tazewell County Board Calendar of Meetings February 2019

Zoning Board of Appeals (Lessen)	Tuesday, February 05 6:00pm – JCCR	Connett, Crawford, Hall, Hovey, Imig, Joesting, Mingus, Sundell
Land Use (Sundell)	Tuesday, February 12 5:00pm – Jury Room	Connett, Crawford, Hall, Hovey, Imig, Joesting, Mingus
Insurance Review (Zimmerman)	No February meeting	Connett, Darcy, Neuhauser
Health Services (Sinn)	Thursday, February 14 5:30pm - TCHD	Atkins, Hall, Holford, Longfellow, Mingus, Sundell, Wolfe
President's Day Holiday	Monday, February 18	County Offices Closed
Transportation (Menold)	Tuesday, February 19 8:00am - Tremont	Crawford, Holford, Hovey, Longfellow, Minton, Proehl, Sinn
Property (Harris)	Tuesday, February 19 3:30pm - JCCR	Darcy, Graff, Joesting, Neuhauser, Sciortino, Wolfe
Finance (Neuhauser)	Tuesday, February 19 following Property - JCCR	Atkins, Connett, Darcy, Graff, Harris, Imig, Menold, Minton, Proehl, Sciortino
Human Resources (Proehl)	Tuesday, February 19 following Finance - JCCR	Atkins, Connett, Darcy, Graff, Harris Imig, Menold, Minton, Neuhauser, Sciortino
Risk Management (Zimmerman)	Wednesday, February 20 4:00pm – Jury Room	Connett, Darcy, Graff, Harris, Imig, Joesting, Menold, Neuhauser, Proehl, Sinn, Sundell
Executive (Zimmerman)	Wednesday, February 20 following Risk Management	Connett, Darcy, Graff, Harris, Imig, Joesting, Menold, Neuhauser, Proehl, Sinn, Sundell
Board of Health (Burton)	Monday, February 25 6:30 pm – TCHD	Sinn
County Board	Wednesday, February 27 6:00 pm – JCCR	All County Board Members