

Tazewell County Board

Wednesday, October 27, 2021

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



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TAZEWELL COUNTY BOARD

James Carius Community Room
Wednesday, October 27, 2021 - 6:00 p.m.

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

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees
- D. Communications from elected and appointed county officials
- E. Approve the minutes of the September 29, 2021 County Board Proceedings and October 05, 2021 County Board Proceedings of the Tentative Budget
- F. Consent Agenda:

Transportation:

- T-21-41 1. Approve County Engineer Salary (BLR 09221)
- T-21-42 2. Approve Federal Qualifications Based Selection policy
- T-21-43 3. Approve engineering reimbursement fees

Finance:

- F-21-28 4. Approve contract with Devnet
- F-21-29 5. Approve engagement letter with CliftonLarsonAllen
- F-21-30 6. Approve FY22 COBRA rates

Executive:

- E-21-153 7. Approve support of extension of the City of Pekin Central Business District TIF
- E-21-155 8. Approve quarterly payment to the Greater Peoria Economic Development Council
- E-21-160 9. Approve fifth invoice for CDBG-RLF Closeout Grant 18-248591
- E-21-165 10. Approve support of Veteran's Drive extension

- E-21-159 11. Approve amendment of County Administrator employment agreement

Appointments and Reappointments

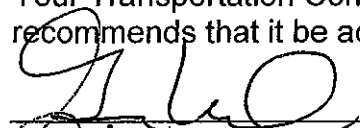
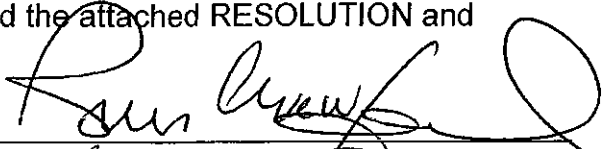
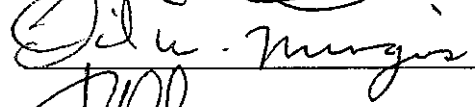

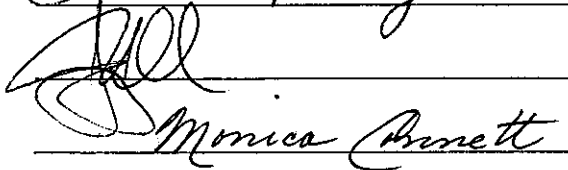
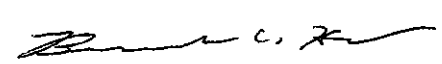
- E-21-154 a. Reappointment of Lisa Clifton to the Zoning Board of Appeals
- E-21-156 b. Reappointment of Nick Graff to We Care
- E-21-157 c. Reappointment of Russ Crawford to Tri-County Regional Planning Commission
- E-21-158 d. Reappointment of Greg Menold to Tri-County Regional Planning Commission
- E-21-161 e. Reappointment of Erin Morey to the Emergency Telephone Systems Board
- E-21-162 f. Reappointment of Ed Meister to the Emergency Telephone Systems Board
- E-21-163 g. Reappointment of Jeff Stevens to the Emergency Telephone Systems Board

- G. Unfinished Business
- H. New Business
- I. Review of approved bills
- J. Approve the November 2021 Calendar of Meetings
- K. Recess to November 17, 2021

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

 _____	 _____
 _____	 _____
 _____	 _____

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, County Administrator, Chairman of the Human Resources Committee, County Engineer and the Payroll Supervisor of this action, and submit *five certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

PASSED THIS 27th DAY OF OCTOBER, 2021

ATTEST:

County Clerk

County Board Chairman



Resolution Appropriating Funds for the Payment of the County Engineer's Salary



Does the County participate in the County Engineer's Salary Reimbursement Program? [X] Yes [] No

Resolution No T-21-41 (P1of2) Section No 22-00000-00-CS STP Section No 22-CS179-00-AC

WHEREAS, the County Board of Tazewell County has adopted a resolution establishing the salary of the County Engineer to be >=95% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Tazewell County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of One Hundred Forty Five Thousand Four Hundred Ninety Four and 44/100 Dollars (\$145,494.44) from the County's Motor Fuel Tax funds for the purpose of paying the County Engineer's salary from 01/01/22 to 12/31/22 and,

BE IT FURTHER RESOLVED, that the Tazewell County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Seventy Two Thousand Seven Hundred Forty-Seven and 22/100 Dollars (\$72,747.22) of Federal Surface Transportation Program funds allocated to Tazewell County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of Fifty Five Thousand Seven Hundred and 00/100 Dollars (\$55,700.00) from the County's Motor Fuel Tax funds for the purpose of paying the County Engineer's expenses from 01/01/22 to 12/31/22

I John C. Ackerman County Clerk in and for said County of Tazewell in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Tazewell at a meeting held on 10/27/21

I certify that the correct TIN/FEIN number for Tazewell County is 376002171 Legal Status: Governmental.

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

(SEAL)

Clerk Signature

Signature box for John C. Ackerman

APPROVED STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION For resolutions involving a transfer of STR funds:

Omer Osman, P.E. Secretary of Transportation Date

BY: George A. Tapas, P.E., S.E. Engineer of Local Roads & Streets Date

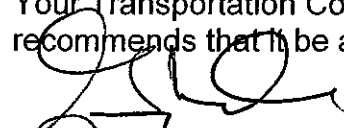
For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

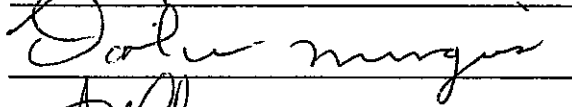
LPA NAME	Section No	STP Section No
Tazewell County	22-00000-00-CS	22-CS179-00-AC
For IDOT Use Only		
Dates of the existing agreement between IDOT and County _____ to _____		
	Beginning	Ending
Dates of the new agreement between IDOT and County _____ to _____		
	Beginning	Ending


COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

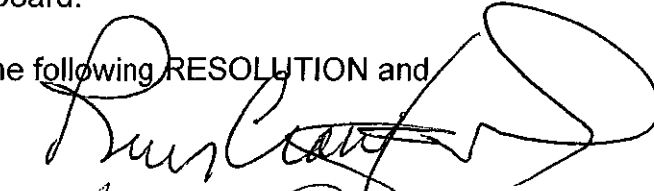
Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

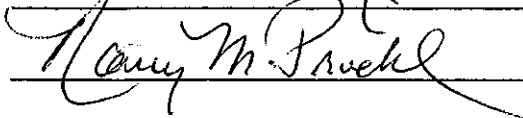


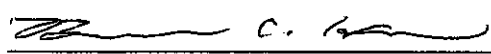




 Monica Connett







RESOLUTION

WHEREAS, federal funding of highways as administered by the Federal Highway Administration under Part 172.5(b)(1) of Subchapter B of Chapter I of Title 23 of the Code of Federal Regulations requires written policies and procedures for federally funded engineering and design related consultant services for highway projects that are subject to 23 U.S.C. 112(a); and

WHEREAS, the "Bureau of Local Roads and Streets Manual" of the Illinois Department of Transportation provides details and guidance regarding such written federal QBS (Qualifications Based Selection) policies and procedures for local agencies; and

WHEREAS, the attached highway department policy and procedures for federally funded QBS for highway projects subject to 23 U.S.C. 112(a) are written in accordance with said IDOT details and guidance; and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve the highway department policy and procedures for federally funded QBS for highway projects subject to 23 U.S.C. 112(a), attached hereto; and

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

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

ADOPTED this 27th day of October, 2021.

ATTEST:

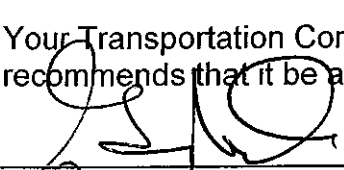
Tazewell County Clerk

Tazewell County Board Chairman

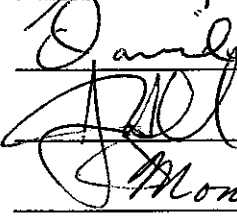
COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

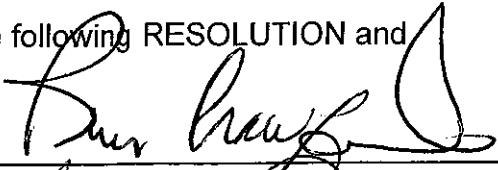
Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.




 David M. Murrin



 Monica Cornett



 Paul Hays



 Harry M. Brock

RESOLUTION

WHEREAS, the Bureau of Local Roads and Streets Manual of the Illinois Department of Transportation defines preliminary engineering, construction engineering, maintenance and construction and provides details with regard thereto; and

WHEREAS, Tazewell County Highway Department and the office of the County Engineer provide preliminary engineering and construction engineering for maintenance and construction projects of the township road districts of Tazewell County and occasionally for other units of local government in Tazewell County; and

WHEREAS, funding for such projects may consist of any combination of federal, state and local funds; and

WHEREAS, Tazewell County last adjusted the fees for reimbursement for such services in 2006 and has recently reviewed such fees; and

WHEREAS, a motion was made and passed upon vote to recommend to the County Board that the Tazewell County Highway Department and the office of the County Engineer establish the fees for reimbursement of engineering services performed by their own forces, regardless of funding source, as follows:

- Preliminary Engineering for Maintenance – 2.5% of Final Maintenance Cost
- Construction Engineering for Maintenance – 2.5% of Final Maintenance Cost
- Preliminary Engineering for Construction – 4% of Final Construction Cost
- Construction Engineering for Construction – 8% of Final Construction Cost

Engineer's Estimate of Cost to be used in lieu of Final Maintenance Cost or Final Construction Cost for Preliminary Engineering fee when project does not proceed to construction.

NOW THEREFORE BE IT RESOLVED, that the County Board approves this recommendation and does establish that such fees shall become effective January 1, 2022, and shall supersede all previous resolutions impacting such fees; and

THEREFORE BE IT RESOLVED FURTHER, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action, and submit *three (3) certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

ADOPTED this 27th day of October, 2021.

ATTEST:

Tazewell County Clerk

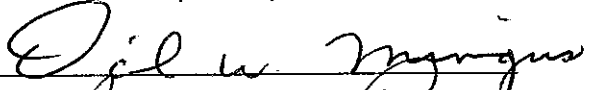
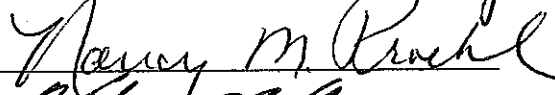
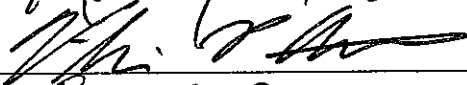
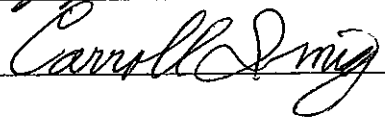
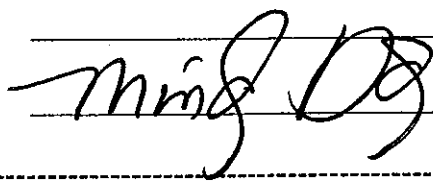
Tazewell County Board Chairman

COMMITTEE REPORT

F-21-28

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve the attached contract for Property Tax and wEdge Software License, Maintenance and Support with Devnet for tax cycle software; and

WHEREAS, the software is utilized within multiple County Departments and has been beneficial to all since the program was instituted in 2010; and

WHEREAS, the County finds this extension of software maintenance not to be conducive to competitive bidding or a Request for Proposal as the software maintenance is proprietary to Devnet; and

THEREFORE BE IT RESOLVED that the County Board approve this agreement and authorizes the County Board Chairman to execute the agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Supervisor of Assessments, Treasurer, County Clerk, Auditor and Devnet President at 1709 Afton Road, Sycamore, IL 60178 of this action

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Vital Stats: (309) 477-2264
Elections: (309) 477-2267
Recorders: (309) 477-2210
Print Shop:(309) 477-2733

TAZEWELL COUNTY CLERK / RECORDER

JOHN C. ACKERMAN

11 SOUTH 4TH STREET / SUITE 203 & 124 / PEKIN, IL 61554

9/23/2021

David Zimmerman and Mike Holly,

Please find attached the proposed DEVNET Contract which is the result of negotiations by Treasurer Mary Burress, Supervisor of Assessments Jennifer Campbell, and myself. I ask that this proposed DEVNET Contract be added to the October Executive Committee Meeting before moving to the October Tazewell County Board Meeting. Our current contract with DEVNET expires November 30th, 2021.

We have already signed the attached contract as we have found it to be extremely generous to Tazewell County. This 5 year proposed contract includes no cost increases and the attached addendum to be activated by the Supervisor of Assessments at a time of his/her decision to add CAMA software guarantees that CAMA software for Tazewell County at no charge for 2 years.

Thank you for review of this request.

Sincerely,



John C. Ackerman
Tazewell County Clerk

DEVNET



Property Tax and wEdge Software License, Maintenance and Support

in

Tazewell County, Illinois

1709 AFTON ROAD, SYCAMORE, IL 60178

P : (815) 899-6850 TF : (866) 4-DEVNET F : (815) 899-0020

www.devnetinc.com

Agreement For DEVNET Inc. Services

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This "Agreement" dated December 1, 2021 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 2254 Oakland Drive, Sycamore, Illinois 60178, and TAZEWELL COUNTY, Illinois (TAZEWELL COUNTY), an State unit of local government, having its principal offices at TAZEWELL County Clerk, 11 S. 4th St., Ste. 203, Pekin, IL 61554.

Recitals

WHEREAS, DEVNET is in the business of providing software development to units of local government and others; and

WHEREAS, TAZEWELL COUNTY desires to update and modernize its property tax software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and TAZEWELL COUNTY ("the Parties") hereby agree as follows:

ARTICLE 1: Definitions

- 1.1 **Acceptance**
The term "acceptance" means the first date and time that the DEVNET Property Tax Software System is delivered to TAZEWELL COUNTY, is installed on TAZEWELL COUNTY's hardware, and is certified by a representative of each of the parties hereto as being in full compliance with the terms of this Agreement.
- 1.2 **Application Error**
The term "application error" means an error in an application program that causes it to fail and terminate abnormally.
- 1.3 **Application Program**
The term "Application Program" means the software programs developed and exclusively owned by DEVNET that will allow TAZEWELL COUNTY to operate its Property Tax database.
- 1.4 **Customized Changes**
The term "customized changes" means a program or system change specific to the needs of TAZEWELL COUNTY and that no other current client of DEVNET has requested on or before the date of acceptance.
- 1.5 **Database Error**
The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the DEVNET Property Tax Software System.
- 1.6 **Tazewell County Databases**
The term "TAZEWELL COUNTY Databases" means the Property Tax data prepared and managed by TAZEWELL COUNTY that are stored in electronic format and which are accessible by TAZEWELL COUNTY's computer system.

- 1.7 **Tazewell County Equipment**
The term "TAZEWELL COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the TAZEWELL COUNTY. By way of illustration, but not limitation, TAZEWELL COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "TAZEWELL COUNTY Databases reside, and the communications equipment required to link the TAZEWELL COUNTY Databases to any satellite location(s).
- 1.8 **Tazewell County Software**
The term "TAZEWELL COUNTY Software" means application software, database management software, and operating system software that runs on TAZEWELL COUNTY Equipment and TAZEWELL COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by TAZEWELL COUNTY (or TAZEWELL COUNTY's third party vendors), not DEVNET.
- 1.9 **Documentation**
The term "Documentation" means User manuals, TAZEWELL COUNTY training literature, other written materials that DEVNET normally provides, or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized DEVNET personnel.
- 1.10 **DEVNET Property Tax Software System**
The term "DEVNET Property Tax Software System" means all of the application programs, source codes, database definitions and documentation necessary for the purpose of processing Property Taxes. Such a system includes, but is not limited to, functions for processing Property Taxes, extensions, billings and collections.
- 1.11 **Software Maintenance**
The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.
- 1.12 **Software Support**
The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training, repair of data corrupted by database errors and answering user questions.

ARTICLE 2: Description of Services

- 2.1 DEVNET shall provide TAZEWELL COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates listed in Article 6 below.
- 2.2 DEVNET shall develop, maintain and support a Property Tax Software System for use by TAZEWELL COUNTY in the ordinary course of its business.
- 2.3 DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System. DEVNET will also be responsible for setting up a testing and development Windows Server 2008 R2-2012 R2 network within its own offices for such purposes.
- 2.4 DEVNET shall supply the following modules in the DEVNET Property Tax Software System. As the software develops, the list shall be updated and modified as priorities change. This list does not include some of the minor functions of the system as they are intended to be included in the larger modules.

Property Tax Assessment Administration Deliverables

- Parcel Maintenance
- Name and Address Maintenance
- Legal Description Maintenance
- Site Address Maintenance
- Exemption Maintenance
- Parcel Transfer
- Time Memo Maintenance
- Farmland Processing
- Equalization
- Notices and Reporting
- All required State Abstracts
- Inquiry
- Board of Review
 - Hearing (Docket) Maintenance
 - Hearing Notices
 - Tentative Board of Review Changes
 - Parcel Maintenance
 - Docket Reporting
 - Final Decision Notices
 - Equalization
 - All required State Abstracts
 - \$100,000.00 tax reduction notices
- Assessment Level Change and Roll to County Clerk
- Assessor functions for Certificates of Error

Property Tax Extension

- Tax District maintenance
- All required State Abstracts
- Parcel Maintenance includes:
 - TIF Parcel information (If applicable)

- Enterprise Zones (if applicable)
- Notices and Reporting
- State Equalization
- Calculation and Reports
- Equalized Assessed Value
- Tax District Rates
- Tax District Extensions
- PTELL (if applicable)
- Roll to County Collector

Property Tax Collection/Distribution

- Tax Billing
- Mortgage Company ACH
- Hard Copy Bills
- Tax Collection and Distribution
- Treasurer functions for Certificates of Error
- Delinquent Notices
- Tax Sale Processing
- Forfeiture Maintenance
- Reports and Inquiry

Tax Sale Redemption

- Tax Sale Parcel Management
- Redemption Processing
- Print Estimates of Redemption
- Tax Buyer Fee Maintenance
- Tax Buyer Maintenance
- Print Checks to Tax Buyers
- Reports and Inquiry

Drainage Modules

- Drainage Parcel Maintenance
- Name and Address Maintenance
- Legal Description Maintenance
- Site Address Maintenance
- Exemption Maintenance
- Time Memo Maintenance
- Drainage Collection
- Drainage Distribution
- Notices and Reporting

Mobile Home Module

- Mobile Home Maintenance
- Name and Address Maintenance
- Vehicle Information Maintenance
- Calculate/Print Mobile Home Tax Bills
- Mobile Home Collection
- Mobile Home Distribution
- Notices and Reporting

wEdge

Industry leading e-government and property search platform that integrates property information, GIS, and other government services through a single application.

wEdge is a customizable inquiry solution that integrates with the Edge® applications providing county and public users access to important taxpayer information.

Not Included: Software support for wEdge online inquiry shall not include:

- A. Phone Support for the public or subscribers. This is chargeable at \$125.00 per hour. The County also has the option of buying support in blocks of hours for the public/subscribers at \$110.00 per hour for a minimum of 20 hours. Any time spent by DEVNET supporting the public or subscribers with issues pertaining to wEdge that are not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.
- B. Support due to infrastructure problems at the county site is not covered. Support for this instance is billable at \$125.00 per hour with a minimum of one hour per incident. Any time spent by DEVNET providing support due to infrastructure problems not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.

2.5 SECURITY

All modules shall contain sufficient levels of security to prevent unauthorized users from modifying data in any way.

2.6 DEVNET shall provide maintenance and support that includes:

- a. Software maintenance will include all State mandated law changes, all Department of Revenue Administrative changes (such as changes to the Abstracts) or any new reporting requirements. Software maintenance also includes all system upgrades of non-customized portions of the DEVNET Property Tax Software System. Maintenance does not include the cost of any upgrades to third party software. TAZEWELL COUNTY is not required to upgrade third party software such as operating systems or database software unless failing to perform such an upgrade results in application errors in the DEVNET Inc. Property Tax System. As part of maintenance DEVNET will also provide documentation in an electronic format for the DEVNET Inc. Property Tax System as such documentation becomes available. Maintenance also includes the correction of any DEVNET Inc. Property Tax System software discrepancies that result in application errors. As part of maintenance DEVNET intends to certify the DEVNET Inc. Property Tax System's compatibility with additional operating systems as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Inc. Property Tax System.

- b. Software support includes all training, and retraining of TAZEWELL COUNTY Personnel. It includes the diagnosis and correction of errors that may occur in the database due to a hardware or network problem. It includes telephone and on site support for major processes such as printing Real Estate tax bills, printing notices etc. If any support is required during weekends or after normal business hours, DEVNET requests that a 2-day advance notice be given, so DEVNET can have staff available to help. DEVNET understands that any advance notice may not be possible and as such we will provide the person or persons designated by TAZEWELL COUNTY with pager and/or home phone numbers of DEVNET staff members. Software support also includes telephone support for any "how to" questions that any member of TAZEWELL COUNTY's staff may have.
 - c. Software support shall not include any customized changes to the system, after the system is accepted by TAZEWELL COUNTY.
 - d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.
 - e. DEVNET shall reasonably respond to TAZEWELL COUNTY'S phone calls by return telephone call. However, there are may be times when a programmer is not immediately available. In these isolated cases DEVNET guarantees a response time of not more than two (2) hours from the time of the initial call. TAZEWELL COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.
- 2.7 The design for the DEVNET Property Tax Software System must include all of the basic functionality necessary for following the legal requirements to process Property taxes in the State of Illinois.

ARTICLE 3: Joint Responsibilities

- 3.1 Product design, to ensure consistency of interface and operation of TAZEWELL COUNTY Databases.
- 3.2 Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.
- 3.3 Change control planning, to ensure orderly maintenance and enhancement of TAZEWELL COUNTY Databases.

ARTICLE 4: TAZEWELL COUNTY Responsibilities

- 4.1 TAZEWELL COUNTY shall take the steps necessary, including the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to develop, install, test and maintain the DEVNET Property Tax Software System in TAZEWELL COUNTY's Databases.
- 4.2 TAZEWELL COUNTY shall allow DEVNET scheduled access to TAZEWELL COUNTY Equipment and TAZEWELL COUNTY Software relevant to the DEVNET Property Tax Software System to obtain the needed access to its software and equipment, in order to allow DEVNET to develop, install, test and maintain the DEVNET Property Tax Software System in TAZEWELL COUNTY's Databases. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.3 TAZEWELL COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the TAZEWELL Software and TAZEWELL Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET and it is mutually agreed by TAZEWELL COUNTY. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. DEVNET also requires scheduled access seven days a week, 24 hours a day to TAZEWELL COUNTY property tax databases and property tax servers via modem or Internet connection.
- 4.4 TAZEWELL COUNTY shall provide guidelines to DEVNET regarding use of information contained in the TAZEWELL Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.5 TAZEWELL COUNTY shall allow DEVNET to use TAZEWELL COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use, copies obtained at DEVNET'S expense at a time convenient to TAZEWELL COUNTY, the TAZEWELL Databases for demonstration of the DEVNET Property Tax Software System to potential users and other customers. Notice of this paragraph shall follow the provisions of Paragraph 15.1 herein.
- 4.6 If TAZEWELL COUNTY makes modifications to its hardware and/or software (including operating systems) that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to TAZEWELL COUNTY at DEVNET's then-current rates for time and materials. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.7 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, TAZEWELL COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System:

DEVNET Hardware Requirements

Hardware may be purchased from any third-party vendor of the County's choice. Note that the County or third-party vendor is responsible for deployment of the server(s) and all required third-party software, including the Active Directory/domain and SQL Server, unless DEVNET is contracted to deploy the server hardware and software.

The following specifications assume a single SQL and file server environment. For an environment in which the DEVNET applications do not reside on the SQL server, these specifications apply to the SQL server.

CAMA and tax analytics in the DEVNET system use the SQL Server R component.

- Clients up to 50,000 parcels can deploy SQL R in-database as a single server solution.
- Clients with 50,000-100,000 parcels may be able to deploy a single server SQL R in-database solution depending on usage of the analytics.
- Clients with more than 100,000 must deploy a separate standalone R server.

Note: SQL R in-database cannot be deployed on a SQL cluster; therefore, an SQL cluster must deploy the standalone R server

If the Application, Image/Document, Sketch files are stored on a separate server or NAS, the file I/O performance of this alternative must be equivalent to the following server specifications.

These specifications are for a physical server to support the DEVNET solution.

SQL Server Specifications

Minimum: Less than 100,000 parcels and less than 40 users
2.00+ GHz 8-Core processor
32-64 GB RAM
300 GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Windows OS, SQL Server Application, and Virtual Memory file ^{1,2}
300-600 GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for SQL Data, separate array for the SQL log files may be recommended ^{1,2}
1 TB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Application, Image/Document, and Sketch files ^{1,2}
Video adapter capable of 1280 x 1024 resolution
Monitor capable of 1280 x 1024 resolution
Tape/disk or other backup solution
High-speed internet access
VPN remote access
Dual-teamed 1 Gb ethernet adapters
N+1 redundant cooling ³
N+1 redundant power ³
Uninterruptible power supply ⁴

Windows Server 2016/2019 Standard Edition ⁵
Microsoft SQL Server 2016/2017 Standard Edition ⁵
Microsoft SQL Native Client
Microsoft .NET Framework 4.7.2
Microsoft Visual C++ 2015-2019 Redistributable

Standalone R Server Minimum Specifications

Minimum: May be required 50,000-100,000 parcels, required if more than 100,000 parcels.
2.00 GHz 8-core processor
32 GB RAM
300+ GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 12G SAS drives for Windows OS, R Server Application, and Virtual Memory file ²
Video adapter capable of 1280 x 1024 resolution
Monitor capable of 1280 x 1024 resolution
Tape/disk or other backup solution
High-speed internet access
VPN remote access
Dual-teamed 1 Gb ethernet adapters
N+1 redundant cooling ³
N+1 redundant power ³
Uninterruptible power supply ⁴
Windows Server 2016/2019 Standard Edition ⁵
Microsoft SQL Server 2016/2017 Standard Edition R component ⁵
Microsoft SQL Native Client
Microsoft .NET Framework 4.7.2
Microsoft Visual C++ 2015-2019 Redistributable

¹ The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally, the amount of historical information added will impact the storage requirements.

² Clients may substitute the recommended RAID levels for alternative RAID levels or storage methods such as a SAN as long as they provide the comparable redundancy and performance. The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read write testing.

³ The client can substitute an alternative as long as they provide the same level of redundancy.

⁴ The client does not need a UPS-specific to this server as long as the solution utilized can provide sufficient runtime and graceful shutdown of the server.

⁵ While older Windows and SQL server versions are supported in select situations, some features require SQL Server

2016. DEVNET recommends using Windows Server 2019 standard edition and SQL Server 2017 standard edition.

Server Virtualization

DEVNET does not recommend a virtual Microsoft SQL Database server.

If a virtual environment is utilized, the virtual server must provide the same sustained performance as the recommended physical hardware.

The most critical performance component is disk I/O. The virtual SQL server must provide sustained performance equivalent to the recommended physical server while other guest virtual servers on the same physical server are under load. Note that unlike other applications, SQL is not very tolerant of latency.

Workstation Specifications

Minimum	2+ GHz single core processor
	4 GB RAM
	20 GB+ hard drive
	Video adapter capable of 1280 x 1024 resolution
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
	Windows 10 Pro/Ent
	100/1000 Mb ethernet adapter
	Mouse
	Microsoft SQL Native Client
	Microsoft .NET Framework 4.7.2
	Microsoft Visual C++ 2015-2019 Redistributable
	If EdgeMaps is used on the workstation, a video graphics chip set with support for the following is required: <ul style="list-style-type: none"> • 64 MB video • OpenGL version 2.0 or higher, and Shader Model 3.0 or higher • DirectX 11 with Direct3D feature level 9_3 • DirectX 11 hardware rendering preferred
Recommended	2.2+ GHz dual core processor
	8 GB RAM
	40GB+ hard drive
	Video adapter capable of 1280 x 1024 resolution
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
	Windows 10 Pro/Ent
	1 Gb ethernet adapter
	Mouse

	Microsoft SQL Native Client
	Microsoft .NET Framework 4.7.2
	Microsoft Visual C++ 2015-2019 Redistributable
	<p>If EdgeMaps is used on the workstation, a video graphics chip set with support for the following is required:</p> <ul style="list-style-type: none"> • 256+ MB video memory • OpenGL version 2.0 or higher, and Shader Model 3.0 or higher • DirectX 11 with Direct3D feature level 9_3 • DirectX 11 hardware rendering preferred

Printers

DEVNET applications are compatible with most laser printers.

Receipt/Slip Printer

DEVNET applications can print receipts to either a laser printer or receipt printer. Receipt/slip printers compatible with the DEVNET applications must have a Windows driver that supports the printer's functions and paper type. If slip/check endorsement printing and/or cash drawers will be used, receipt/slip printer driver must support slip wait and cash drawer open via settings in the driver. DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation printer. DEVNET has also successfully worked with other Epson printers that use the EPSON Advanced Print Driver.

Barcode Reader

Barcode reader must read Code 39 and have the ability to add a prefix and suffix character (depending on the client barcode configuration). Additionally, the barcode reader must be configured to omit carriage return and line feed.

DEVNET recommends the Honeywell Voyager Series bar code reader.

Document Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN compliant driver.

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of Lead Tools imaging toolkit are required. The Lead Tools software can be provided with the installation of DEVNET software applications.

Check Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver. We recommend the Epson Capture One and Epson TM-S2000 scanners.

End User Printing Support

Only printers with drivers support for a terminal server/Citrix environment should be used.
In some cases, other printers can be used; however, this can cause serious problems on the server.
The end user workstation and the server should be using driver version/type. As always, DEVNET recommends that the PostScript driver be used where possible.
DEVNET recommends using a consistent printer make and/or model to ensure that printable reports and forms are printed consistently across all end users. Using a universal driver for several models of a specific manufacture's printers models usually allow some choice in the printers while ensuring the printed output consistency.

Remote Scanning Support

Currently, Windows does not natively support TWAIN scanning.
There are a number of third-party applications that provide this functionality; however, DEVNET has not tested any of these with DEVNET applications.
Scanned documents and camera photos saved on the end user workstation can be imported into the DEVNET system from an end user workstation drive mapped in the remote session.

Client understands that wEdge is only supported on certain web browsers, and that wEdge may not function for the county or its users unless they are using a supported web browser.

Supported Web Browsers:

- Google Chrome
- Firefox
- Internet Explorer (Version 11 onward)
- Microsoft Edge

It is the client's responsibility to have supported web browsers installed and operational at the county on or before the commencement of work to be performed by DEVNET, Inc. pursuant to this agreement.

ARTICLE 5: Term

- 5.1 The initial term of this agreement shall be five (5) years from the date hereof subject to article 13.

ARTICLE 6: Price and Payment

- 6.1 The payment schedule set forth herein is priced over the following five years, payable quarterly, effective from the date of execution of this Agreement.

Year 01 (December 1, 2021-November 30, 2022): For services received by TAZEWELL COUNTY under this Agreement during Year 01, TAZEWELL COUNTY shall pay to DEVNET the sum of \$52,382.85, payable as follows:

- A. The sum of \$13,095.72 on or before December 1, 2021; and,
- B. The sum of \$13,095.71 on or before March 1, 2022; and,
- C. The sum of \$13,095.71 on or before June 1, 2022; and,
- D. The sum of \$13,095.71 on or before September 1, 2022.

The sums payable for Year 01 services shall be apportioned as follows:

- ⊖ \$48,792.60 for Property Tax software license, maintenance and support.
- ⊖ \$3,590.25 for wEdge software license, maintenance and support.

- 6.2 Year 02 (December 1, 2022- November 30, 2023): For services received by TAZEWELL COUNTY under this Agreement during Year 02, TAZEWELL COUNTY shall pay to DEVNET the sum of \$52,382.85, payable as follows:

- A. The sum of \$13,095.72 on or before December 1, 2022; and,
- B. The sum of \$13,095.71 on or before March 1, 2023; and,
- C. The sum of \$13,095.71 on or before June 1, 2023; and,
- D. The sum of \$13,095.71 on or before September 1, 2023.

The sums payable for Year 02 services shall be apportioned as follows:

- ⊖ \$48,792.60 for Property Tax software license, maintenance and support.
- ⊖ \$3,590.25 for wEdge software license, maintenance and support.

6.3 Year 03 (December 1, 2023- November 30, 2024): For services received by TAZEWELL COUNTY under this Agreement during Year 03, TAZEWELL COUNTY shall pay to DEVNET the sum of \$52,382.85, payable as follows:

- A. The sum of \$13,095.72 on or before December 1, 2023; and,
- B. The sum of \$13,095.71 on or before March 1, 2024; and,
- C. The sum of \$13,095.71 on or before June 1, 2024; and,
- D. The sum of \$13,095.71 on or before September 1, 2024.

The sums payable for Year 03 services shall be apportioned as follows:

- ⊖ \$48,792.60 for Property Tax software license, maintenance and support.
- ⊖ \$3,590.25 for wEdge software license, maintenance and support.

6.4 Year 04 (December 1, 2024- November 30, 2025): For services received by TAZEWELL COUNTY under this Agreement during Year 04, TAZEWELL COUNTY shall pay to DEVNET the sum of \$52,382.85, payable as follows:

- A. The sum of \$13,095.72 on or before December 1, 2024; and,
- B. The sum of \$13,095.71 on or before March 1, 2025; and,
- C. The sum of \$13,095.71 on or before June 1, 2025; and,
- D. The sum of \$13,095.71 on or before September 1, 2025.

The sums payable for Year 04 services shall be apportioned as follows:

- ⊖ \$48,792.60 for Property Tax software license, maintenance and support.
- ⊖ \$3,590.25 for wEdge software license, maintenance and support.

6.5 Year 05 (December 1, 2025- November 30, 2026): For services received by TAZEWELL COUNTY under this Agreement during Year 05, TAZEWELL COUNTY shall pay to DEVNET the sum of \$52,382.85, payable as follows:

- A. The sum of \$13,095.72 on or before December 1, 2025; and,
- B. The sum of \$13,095.71 on or before March 1, 2026; and,
- C. The sum of \$13,095.71 on or before June 1, 2026; and,
- D. The sum of \$13,095.71 on or before September 1, 2026.

The sums payable for Year 05 services shall be apportioned as follows:

- ⊖ \$48,792.60 for Property Tax software license, maintenance and support.
- ⊖ \$3,590.25 for wEdge software license, maintenance and support.

ARTICLE 7: Ownership; Limited License Granted

- 7.1 Except as provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to TAZEWELL COUNTY, nor shall title to any TAZEWELL COUNTY Equipment or TAZEWELL COUNTY Software or asset pass from TAZEWELL COUNTY to DEVNET. DEVNET shall have exclusive ownership and property rights in the DEVNET Property Tax Software System, Documentation, Demonstration Program, DEVNET's TAZEWELL COUNTY Training Program, Data Screens, Interfaces and Marketing Literature.
- 7.2 DEVNET hereby grants TAZEWELL COUNTY a revocable, non-transferable, license to install, on the TAZEWELL COUNTY Equipment, and use solely for TAZEWELL COUNTY's internal business purposes, the compiled application programs of the DEVNET Property Tax Software System. Except as set forth herein, TAZEWELL COUNTY may not use, sublicense, distribute or dispose the licensed portion of the DEVNET Property Tax Software System, or any modified forms thereof, in any manner whatsoever. The license granted hereunder is subject further to the following additional conditions:
- i. The licensed software may not be installed on any equipment other than the TAZEWELL COUNTY Equipment;
 - ii. The TAZEWELL COUNTY Equipment shall be located at all times at the TAZEWELL COUNTY site; and
 - iii. Authorized users of the licensed software may only access and use the licensed software while onsite at the TAZEWELL COUNTY site, and may not access and use the licensed software from a remote location.

TAZEWELL COUNTY will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the event the TAZEWELL COUNTY breaches any of these provisions. TAZEWELL COUNTY shall be allowed to make one or more copies of this software for the sole purpose of routine system backup and archival.

- 7.3 DEVNET shall own the copyright and have free and clear title to all Property Tax software developed pursuant to this Agreement, including all extensions thereof.

ARTICLE 8: Confidentiality and Nondisclosure

8.1 DEVNET and TAZEWELL COUNTY intend to disclose to each other information, which may include confidential information in connection with this Agreement. The term "Confidential Information" shall mean any information or data which is divulged by a Party to the other Party under or in contemplation of this Agreement and which:

- i. If in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or
- ii. If oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party. For TAZEWELL COUNTY, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information.

8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and Receiving Party shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be directly enforced by such affiliates.

8.3 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:

- A. Use the Confidential Information only as required for this Agreement
- B. Restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;
- C. Advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and
- D. Make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, clerical or programming support. A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

- 8.4 The obligations of Article 8.3 above shall not apply to any Confidential Information that the recipient can demonstrate:
- A. Is or becomes available to the public through no breach of this Agreement;
 - B. Was previously known by the recipient without any obligation to hold in confidence;
 - C. Is received from a third party free to disclose such information without restriction;
 - D. Is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
 - E. Is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
 - F. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
 - G. Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.
- 8.5 Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.
- 8.6 Both Parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 8.7 All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.

ARTICLE 9: Warranty

- 9.1 DEVNET warrants that the DEVNET Property Tax Software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. TAZEWELL COUNTY's initial remedy for any failure of the DEVNET Property Tax Software System to so function shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within a reasonable time, TAZEWELL COUNTY shall be permitted to secure its own reasonable remedy for that failure.
- 9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- A. TAZEWELL COUNTY's modification or relocation of the TAZEWELL equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
 - B. TAZEWELL COUNTY's or any third party's abuse, misuse or negligence;
 - C. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
 - D. TAZEWELL COUNTY's failure to fulfill its contractual obligations set forth in this Agreement; and
 - E. Hardware, network or operating system failure.
- 9.3 Except for the warranties expressly set forth above in this Article 9, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Property Tax Software System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.
- 9.4 TAZEWELL COUNTY expressly acknowledges that systems made available or accessible on or through the Internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, TAZEWELL COUNTY is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET'S "wEdge™" product), TAZEWELL COUNTY acknowledges that, as between the parties, TAZEWELL COUNTY (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, TAZEWELL COUNTY's systems, data, and other resources. Without limiting the provisions of Article 9.3, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to:
- (I) Inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or
 - (II) Security breaches or incidents that result from causes not under the control of DEVNET.

ARTICLE 10: Indemnification

- 10.1 TAZEWELL COUNTY shall defend, indemnify and hold harmless DEVNET, its employees, directors, and shareholders against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of TAZEWELL COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. TAZEWELL COUNTY shall promptly notify DEVNET of any claim. TAZEWELL COUNTY shall fully cooperate with DEVNET in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.2 DEVNET shall defend, indemnify and hold harmless TAZEWELL COUNTY, its employees and agents against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. DEVNET shall promptly notify TAZEWELL COUNTY of any claim. DEVNET shall cooperate fully with TAZEWELL COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.3 To the degree that TAZEWELL COUNTY provides software to DEVNET under this Agreement or otherwise, TAZEWELL COUNTY warrants that it either owns or has the right to grant DEVNET the usage rights to such software set forth in this Agreement. TAZEWELL COUNTY shall indemnify and hold harmless DEVNET against and from all claims, demands, suits, actions, judgments, losses, damages and expenses (including reasonable attorneys fees) made against or incurred by DEVNET for infringement of any United States patent, copyright, or trade secret of any third party arising from or relating to the use of software supplied by TAZEWELL COUNTY pursuant to this Agreement. This indemnity and hold harmless obligation shall not apply, however, to the degree that the alleged infringement arises from or relates to modification of the software by DEVNET or by a third party retained by or under the control of DEVNET.
- 10.4 TAZEWELL COUNTY shall be solely responsible for insuring that the software development parameters provided to DEVNET by TAZEWELL COUNTY comply with all applicable laws, statutes and ordinances. TAZEWELL hereby agrees to indemnify and hold DEVNET, its employees, officers, directors and shareholders, harmless from any and all suits, claims, actions, causes of action, losses, damages or other matters that in any way arise from, in whole or in part, the failure or alleged failure of the DEVNET Property Tax Software System to conform to all applicable laws, statutes and ordinances.

ARTICLE 11: Changes

- 11.1 DEVNET shall not perform any service or provide any deliverables not specified herein or act upon any request for additions, deletions and/or changes (hereinafter "Changes") not specified in this Agreement or amendment thereto without the prior written consent of TAZEWELL COUNTY. Such written consent will be in the form of a Change Control Document. The costs for said services shall be mutually agreed upon prior to the commencement of any such work or provision of any such deliverables. This paragraph is subject to Paragraph 15.1: Notices.

ARTICLE 12: Force Majeure

- 12.1 DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

ARTICLE 13: Termination

- 13.1 If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 15.1 herein. If, within fifteen (15) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 13.2 herein below.
- 13.2 In addition to termination pursuant to Article 5, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (30) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 15.1: Notices.
- 13.3 The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.

ARTICLE 14: Assignment

- 14.1 This Agreement is not assignable by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

ARTICLE 15: Miscellaneous

15.1 Notices

Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To DEVNET: DEVNET, Inc.
 2254 Oakland Drive
 Sycamore, Illinois 60178
 Facsimile: (815) 899-0020

To TAZEWELL: TAZEWELL County Clerk
 11 S. 4th St., Ste. 203
 Pekin, IL 61554

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

15.2 Independent Contractor

DEVNET and TAZEWELL COUNTY are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and TAZEWELL COUNTY as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein. DEVNET certifies that it has purchased standard business insurance.

15.3 Hyperinflation

In the event of unusual and significant changes in the cost of providing software licenses per the DEVNET Agreement during a given year due to hyperinflationary circumstances, the Parties may agree in writing to adjust the pricing schedule per the DEVNET Agreement more frequently than the term listed in the Agreement. Additionally, DEVNET reserves the right to terminate the contract as a result of hyperinflation.

15.4 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.

15.5 Publicity

Neither Party may, without the other Party's prior written consent, publish or otherwise use advertising, sales promotion materials, press releases or other publicity materials naming the DEVNET Property Tax Software System except as otherwise set forth herein, or other matters under this Agreement where the names, marks or services of the other Party are mentioned or used.

- 15.6 **Order of Precedence**
In the event of a conflict between the terms and conditions contained in the body of this Agreement and those contained in an attachment to this Agreement, the terms and conditions set forth in the body of this Agreement shall take precedence.
- 15.7 **Severability**
If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 15.8 **Non-Waiver**
Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.
- 15.9 **Exclusive Remedies**
The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.
- 15.10 **Compliance with Laws**
Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Illinois, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.
- 15.11 **Binding Effect**
This Agreement shall be binding on each Party's successors and assigns, upon signature.
- 15.12 **Approvals**
This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.
- 15.13 **Survival**
The provisions of paragraphs 7.2, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1 and 10.2 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.


ARTICLE 16: Entire Agreement

16.1 This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

TAZEWELL COUNTY

By: _____
David Zimmerman
TAZEWELL COUNTY, County Board Chairman

By: 
John C. Akerman
TAZEWELL COUNTY, County Clerk

By: 
Mary Burress
TAZEWELL COUNTY, County Treasurer

By: 
Jennifer Campbell
TAZEWELL COUNTY, Supervisor of Assessments

DEVNET, INC.

By: _____
Michael J. Gentry, President

COMMITTEE REPORT

F-21-29

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:

Debra Mungus _____
Nancy M. Brock _____
Lisa P. H. _____
Carol J. Mig _____
 _____ *Mind D.* _____

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve the attached Engagement Letter with CliftonLarsonAllen, LLC for Professional Audit Services; and

WHEREAS, the Engagement Letter defines the responsibilities of the External Auditor and Management in the performance of the audit.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer, the Auditor and CliftonLarsonAllen, LLC.

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



CliftonLarsonAllen LLP
301 Southwest Adams Street, Suite 1000
Peoria, IL 61602

phone 309-671-4500 fax 309-671-4508
CLAconnect.com

October 13, 2021

Mr. David Zimmerman
Tazewell County
11 S. 4th Street
Pekin, IL 61554

Dear Mr. Zimmerman:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Tazewell County, Illinois ("you," "your," or "the entity") for the year ended November 30, 2021.

Adam Pulley is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Tazewell County, Illinois, as of and for the year ended November 30, 2021, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

The information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of the AFR.
- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries, as needed.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial

statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by

the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the

foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare the AFR. You will be required to review, approve, and accept responsibility for the AFR.
- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and

corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Regulator, Cognizant or Oversight Agency for Audit, or Pass-through Entity, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Regulator, Cognizant or Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$84,000 for the audit and \$11,800 for entering the information in the Data Collection Form SF-SAC and creating the single audit reporting package. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will obtain prior approval from you before undertaking work that would require any increase in the fee estimate. Our invoices for these fees, plus applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. We will obtain prior approval from you prior to performing any services beyond those described as above in this letter. We will provide a fair and reasonable price for providing the additional services. We will bill you for any prior approved services at periodic dates after the additional approved service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis

- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Any additional cost requires prior notification to and approval of the County. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work. Such additional work and added fees require prior approval of the County.

Changes related to COVID-19

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. Such additional costs require prior approval of the County.

Finance charges and collection expenses

You agree that if any statement is not paid within 60 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

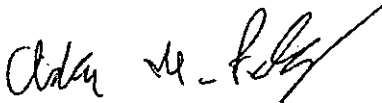
Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Tazewell County, Illinois' information in these cost comparison, performance indicator, and/or benchmarking reports.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the enclosed copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Adam Pulley, CPA
Principal
309.495.8767
Adam.Pulley@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Tazewell County, Illinois.

Authorized governance signature: _____

Title: Board Chairman

Date: _____

Authorized management signature: _____

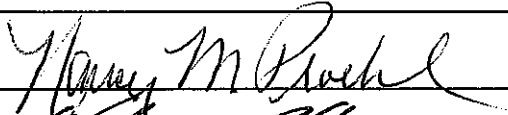
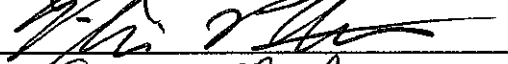

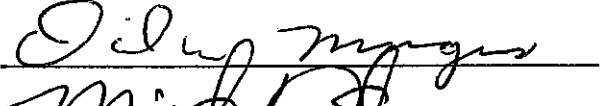
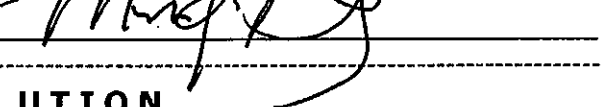
Title: County Administrator

Date: _____

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 Consolidated Omnibus Reconciliation Budget Act (COBRA) requires employers with twenty or more employees to offer continued coverage in their group health plans to certain former employees, retirees, spouses and dependent children; and

WHEREAS, the COBRA rates established and published for FY22 are as follows:

	<u>Medical/RX</u>	<u>Dental</u>	<u>Vision</u>
Employee Only	\$1,160.48	\$35.97	\$12.75
Employee and spouse	\$2,296.93	\$126.15	\$12.75 – employee only
Employee and children	\$2,068.27	\$126.15	\$12.75 – employee only
Employee and Family	\$2,296.93	\$126.15	\$12.75 – employee only

The effective date for premium change will be December 01, 2021.

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

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

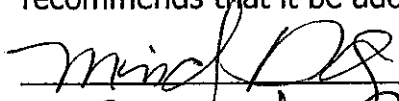


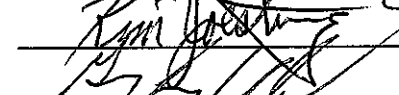
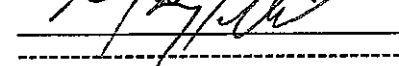
Tazewell County Clerk

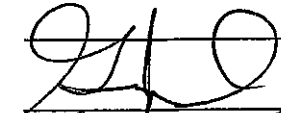
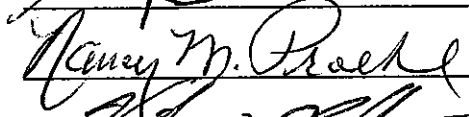

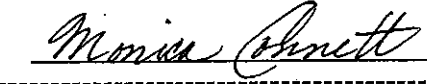
Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, Tazewell County is one of the taxing bodies within the City of Pekin TIF District; and

WHEREAS, the County's Executive Committee recognizes that the City of Pekin TIF District has provided significant benefits in terms of revitalizing downtown Pekin and that an extension of the TIF District is in the best interests of the City of Pekin and Tazewell County; and

WHEREAS, the City of Pekin plans to pursue legislative action that would extend the life of TIF by twelve years.

THEREFORE BE IT RESOLVED that the County Board supports the extension of TIF in Pekin through 2034.

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

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County Board



David Zimmerman, Chairman of the Board
Wendy K. Ferrill, County Administrator

September 30, 2021

Hon. David Koehler, Senator
Illinois Senate, 46th District
323B Capitol Building
Springfield, IL 62706

Hon. Mark Luft, Representative
Illinois House of Representatives, 91st District
214-N Stratton Office Building
Springfield, IL 62706

Re: Proposed 2nd Extension of City of Pekin Central Business District TIF District

Dear Senator Koehler and Representative Luft:

On November 11, 1986, the City of Pekin, Illinois, established the Central Business District Tax Increment Financing District (the "CBD TIF District") pursuant to the Tax Increment Allocation Redevelopment Act (the "Act", 65 ILCS 5/11-74.4 *et. seq.*). The TIF District was originally extended by the Illinois Legislature for an additional twelve (12) years, through tax year 2021 payable 2022, by HB1519, signed by the Governor on July 15, 2004 as Public Act 93-0747.

Since its inception, tax increment financing within the Pekin CBD TIF District has facilitated the completion of numerous public and private redevelopment projects. The TIF District has funded significant public infrastructure improvements within the City which has facilitated redevelopment both within the TIF District and outside the TIF District creating many new permanent and construction jobs as well as attracting new residents and enhancing local revenues. This has helped to sustain enrollments in the Pekin area schools. However, because there are additional development projects to be undertaken and many critically important public improvements which remain to be completed within this redevelopment area, the City is now seeking a second extension for the CBD TIF District for an additional twelve (12) years beyond its current termination in tax year 2021. This second legislative extension will result in the final year of increment for tax year 2033 being received by the City through December 31, 2034.

Tazewell County supports the City's request for the second 12-year extension of the Pekin CBD TIF District and joins in asking for your help and support for securing the approval in the State Legislature. The City and our District share a common interest in stimulating economic development within the Pekin CBD TIF District Redevelopment Project Area. Please feel free to contact me with any questions you may have.

Sincerely,

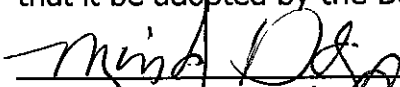

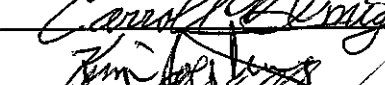
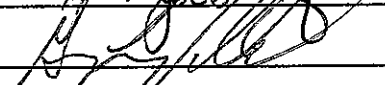
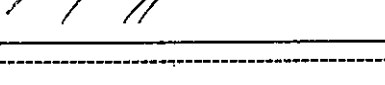

J. David Zimmerman
Tazewell County Board Chairman

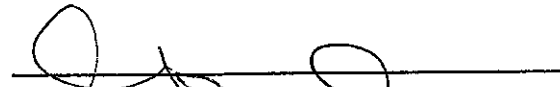
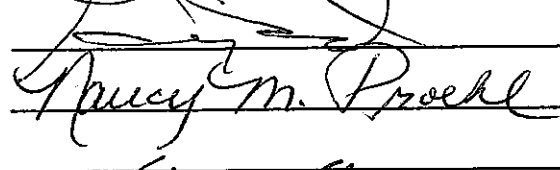
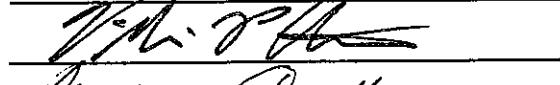
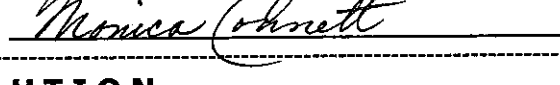
cc: Mr. Mark Rothert, City Manager, City of Pekin

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the 4th quarterly payment for 2021 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-20-113 was approved in November 2020 approving an agreement with GPEDC for twelve months encompassing calendar year 2021; and

WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 4th quarter investment for 2021.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, 401 NE Jefferson, Peoria, IL 61603 and the Auditor of this action.

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



GREATER PEORIA
Economic Development Council

401 NE Jefferson Ave.
Peoria IL 61603
Tel. (309) 495-5910

Invoice

Date	Invoice #
10/1/2021	GPEDC '21-4

Received

OCT 05 2021

Tazewell County
Board Office

Bill To
Tazewell County David Zimmerman 11 S. Fourth St., Suite 432 Pekin, IL 61554

Due Date
11/30/2021

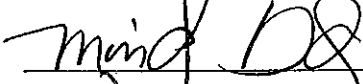


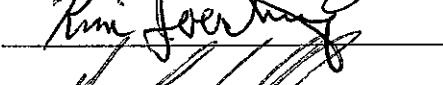
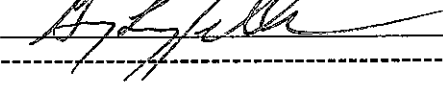
Description	Amount
2021 Investment - 4 of 4	16,875.00
Total	\$16,875.00

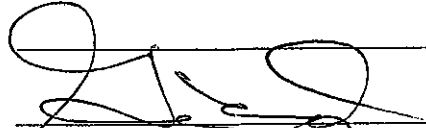
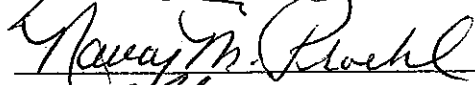
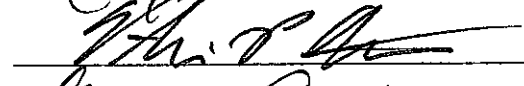
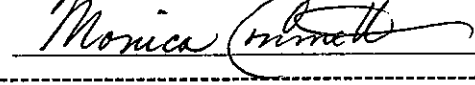
COMMITTEE REPORT

E-21-160

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the fifth invoice to Kenyon & Associates for the design and construction engineering for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$1,155.00; and

WHEREAS, the contract was awarded by the Tazewell County Board in February 2021 for the total amount of \$33,000.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer, the Auditor and Greater Peoria Economic Development Council Grant Consultant, Jim Cummings, of this action

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



INVOICE
NO. 13227

TO:

DATE:

Tazewell County - Wendy Farrill
Jim Cummings, Greater Peoria Ec. Dev. Council
401 NE Jefferson Ave.
Peoria, IL 61603

October 6, 2021

Project Title and Location
Tazewell County Accessibility
Upgrades at Various Buildings
Grant #18-248591

Lump Sum Fee \$33,000.00
(\$23,100 Construction Documents)
(\$9,900 Construction Administration)

BASIC SERVICES FEE BREAKDOWN

Construction Documents \$23,100.00
Construction Administration 9,900.00
\$33,000.00

WORK COMPLETED TO DATE

Construction Documents - 75% Complete \$17,325.00
Less Previous Invoice 16,170.00

Balance Due \$1,155.00

**TAZEWELL COUNTY ACCESSIBILITY UPGRADES
AT VARIOUS BUILDINGS GRANT #18-248591**

SCOPE OF SERVICES TO DATE

Invoice #13194 - June 2, 2021 - \$2,103.69 (Services \$2,079.00; Photocopies \$1.68; Mileage \$23.01)

Completion of contract and setting up the project in our computer system. Field measure of three (3) buildings in Pekin, one (1) in Creve Coeur, and one (1) in Marquette Heights. Begin the process of transferring the field measurements onto the computer CAD system.

Invoice #13200 - July 7, 2021 - \$4,927.48 (Services \$4,851.00; Mileage \$76.48)

We have completed the base sheets for all building site locations and have begun the process of design for the new layouts at all site locations.

Invoice #13207 - August 10, 2021 - \$6,930.00

Architect continues on with construction documents. The specification manual has been started and the mechanical, electrical, and plumbing engineers have begun their design work.

Invoice #13216 - September 9, 2021 - \$2,357.15 (Services \$2,310.00; Mileage \$47.15)

Construction documents continue to be developed. A review meeting has been held with Jim Cummings to verify status of drawings. Engineers are still continuing on with their design drawings. Specification manual has started to be assembled.

Invoice #13227 - October 6, 2021 - \$1,155.00

Construction documents continue to be advanced to completion along with the specifications.

Page 2
Scope of Services to Date

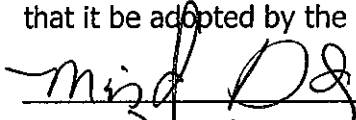

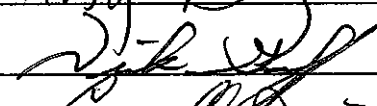
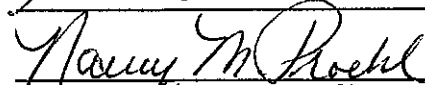
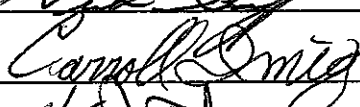

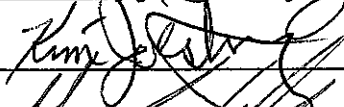
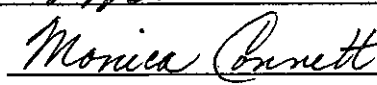
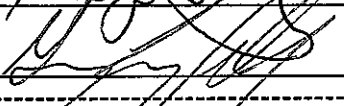
		PD
Basic Services Fee	\$33,000.00	
Invoice #13194	<u>2,079.00</u>	8/4/21
	\$30,921.00	
Invoice #13200	<u>4,851.00</u>	8/23/21
	\$26,070.00	
Invoice #13207	<u>6,930.00</u>	9/23/21
	\$19,140.00	
Invoice #13216	<u>2,310.00</u>	
	\$16,830.00	
Invoice #13227	<u>1,155.00</u>	
	\$15,675.00	

Kenyon and Associates Architects, Inc.
206 N.E. Madison Avenue
Peoria, IL 61602-1216
309 674-7121
kenyon@kenyonarchitects.com

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to support the extension of Veteran's Drive; and

WHEREAS, the existing Veteran's Drive has benefitted the areas east and south of Pekin providing an economic development tool that has produced significant investment and job creation and therefore strengthening the regional economy, support local business enterprises and retaining and creating jobs for local citizens; and

WHEREAS, the proposed northerly extension of Veteran's Drive from Sheridan Road to Fischer Road, including an interchange with Interstate 474, would further benefit a strong regional economy and support local business investment and job growth; and

WHEREAS, since 1992 the Pekin Area Chamber of Commerce Transportation Committee has successfully coordinated lobbying for previous grants to construct the existing sections of Veteran's Drive and is now coordinating efforts with neighboring communities including Tazewell County; and

THEREFORE BE IT RESOLVED that the Tazewell County Board supports the extension of Veteran's Drive north; and

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

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**Veterans Drive Corridor Study
Land Use Plan**



One and Half Mile Buffer













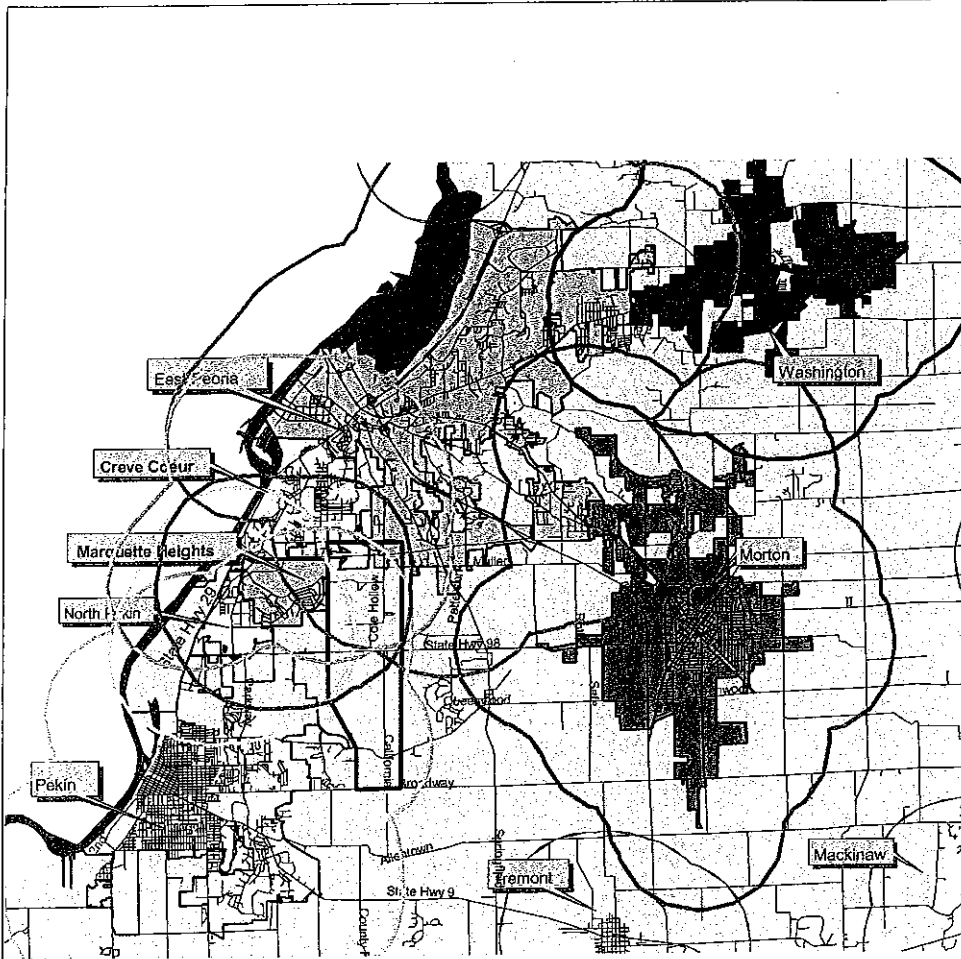
-  Study area
-  Roads
- Municipal Boundaries
1.5 mile Buffer
-  Creve Coeur
-  East Peoria
-  Marquette Heights
-  Morton
-  North Pekin
-  Pekin
-  Peoria Heights
-  South Pekin
-  Washington
-  Tazwell County

Figure 2



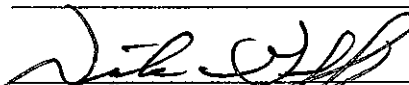

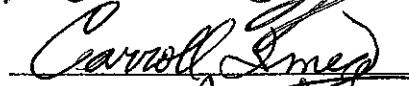
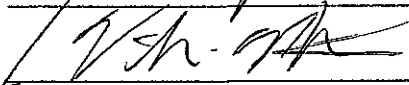

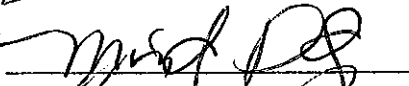
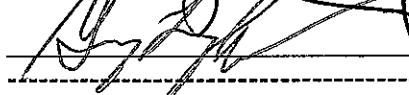
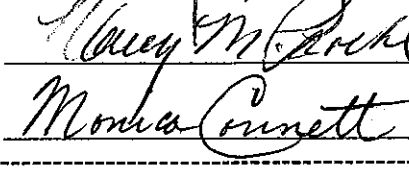
Tri-County Regional Planning Commission



COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board that the Employment Agreement between Tazewell County and Wendy Ferrill as Tazewell County Administrator be amended as follows; and

WHEREAS, a revision has been made in Section 1, Period of Employment, with the annual performance review; and

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Chairman, State's Attorney and the Payroll Division of this action.

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

AGREEMENT

THIS AGREEMENT made this 29th day of October 2014, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate, hereinafter called the "Employer", and Wendy Ferrill hereinafter called the "Employee".

RECITALS

WHEREAS, the Employer is entering into an employment contract with Employee on or about October 29, 2014; and,

WHEREAS, the effective dates of said contract are to be December 8, 2014 through December 31, 2025; and,

NOW, THEREFORE, in consideration of the promises hereinafter exchanged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(1) **Period of Employment.** This Agreement shall be in full force and effect until December 31, 2025, unless it is terminated earlier pursuant to the provisions of paragraph (8), (15) or (17) of this Agreement.

(2) **Employee Duties.** During the period of employment herein described, Employee shall perform the duties of County Administrator as set forth by law, including but not limited to the laws of the State of Illinois, all rules and ordinances of the County Board, the County Administrator's job description, and such other duties as the Tazewell County Board or County Board Chairman may lawfully assign to Employee. In so doing, Employee shall comply with all such laws.

(3) **Hours of Work.** The parties realize that the position of County Administrator requires the person holding such position to work many weekends, evenings, and other irregular hours. It is understood and agreed that Employee shall work whatever hours may be necessary in order for her to fulfill the requirements of

the position of County Administrator, but in any event not less than forty (40) hours per week.

(4) **Employees' Salary.** The Employee shall receive an annual salary of \$120,000.00 for the period commencing December 8, 2014, and said salary shall be paid in bi-weekly installments. A performance evaluation will be conducted by the Executive Committee and the County Board Chairman. Future evaluations and pay increases shall become effective the first of December of each year, consistent with other County employees. The Administrator will be given an annual increase comparable to the increase approved by the County Board for other non-union employees. Evaluations are based on the period August 1 through July 31, of each year.

(5) **Performance Evaluation.** The Executive Committee and the County Board Chairman shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Employee shall be given an opportunity to discuss the evaluation with the Executive Committee and County Board Chairman. Said review and evaluation shall be submitted for County Board approval in accordance with specific criteria developed by the County Board. Said criteria may be added to or deleted from as the County Board may determine as they see fit. Further, the County Board shall provide the Employee with a summary written statement of the findings of the Executive Committee and the County Board Chairman.

(6) **Vacation Pay.** The Employee shall be entitled to one hundred twenty (120) hours vacation leave upon signing this Agreement. A maximum of eighty (80) hours, or ten (10) days of vacation leave may be carried forward from one fiscal year effective December 01, 2016. Any vacation leave scheduled which exceeds five (5) consecutive work days must be first approved by the County Board Chairman. Upon implementation of the Employment Agreement, employee will accrue, effective upon employment date, per pay period at an hourly rate, equal to four (4) weeks vacation.

Any vacation leave accrued under the terms hereof and remaining unused, at the termination of this Agreement will be paid in cash to Employee at such time in an amount equal to the number of hours of such unused vacation leave multiplied by the Employee's then current hourly rate of pay.

(7) **Sick Leave.** Employee shall receive the same sick leave benefits provided under the Tazewell County Personnel Policy, except that Employee shall receive twelve (12) days effective upon Agreement signing with accruals effective upon employment date.

(8) **Disability Termination.** Notwithstanding anything in this Agreement to the contrary, the Employer is hereby given the option to terminate this Agreement in the event Employee shall, during the term hereof, become permanently disabled as the term permanently disabled is hereinafter fixed and defined. Such option shall be exercised by the Employer giving notice to Employee by registered mail, addressed to him in care of the Employee at his current residence, or at such other address as Employee shall designate in writing. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were originally herein set forth as the termination date hereof.

For the purpose of this Agreement, Employee shall be deemed to have become permanently disabled, if, during any year of the term hereof, because of ill health, physical or mental disability, or for other causes beyond his control he shall have been continuously unable or unwilling or shall have failed to perform his duties for a total period of sixty (60) days, irrespective of whether or not such days are consecutive, beyond the sick leave time and vacation time accrued. For the purpose hereof, the term "any year of the term hereof" is defined to mean any twelve (12) calendar months period commencing December 1 and terminating November 30, during the terms of this Agreement. If Employee becomes permanently disabled then the Employer shall

have no obligation to Employee for the severance payment as described in paragraph 16.

(9) **Automobile.** Employee shall provide his own automobile. Employee is solely responsible for all costs and expenses associated with such automobile, including but not limited to purchase, maintenance, insurance, license, registration, fines and fees. The Employer will pay a monthly car allowance of \$300.00.

(10) **Other Business Expense.** Upon prior approval of the County Board Chairman, the Employer shall reimburse Employee for other Employee business expenses, such as, but not limited to, the following: air travel, taxi, auto rental, lodging, meals, professional memberships (including ICMA, ILCMA, and NACO) and subscriptions to the publications and registration fees for training programs or conferences offered by organizations, or as provided in the County Personnel Policy. Such reimbursement is limited to the amount budgeted by the County Board in the administrator Expenses line item.

The Employer will provide Employee with a lap top computer and cell phone to be used in performing his duties for Employer according to the same policies applicable to other County Employees.

(11) **Group Medical Insurance Benefits.** The Employer shall offer employee health, hospitalization, dental, and optical coverage in accordance with the County Personnel Policy. The employer will make dependent coverage available in accordance with the Personnel Policy. The Employer waives the 60 day waiting period for enrollment.

(12) **Other Benefits.** There are 457K investment options available.

(13) **Outside Activities.** The ICMA code of conduct is to be strictly adhered to including political neutrality. Employee shall not engage in any activity for which she receives compensation without prior approval of the County Board Chairman. Employee agrees that she shall not engage in any outside activity which may create an actual or perceived conflict of interest. Employee also agrees to

arrange the outside activity so as not to intrude upon Employee's ability to devote his full-time and attention to Employer's affairs. Employee shall sign a statement of no conflict of interest and file a copy with the County Clerk when engaging in outside activities for compensation. All work shall be conducted during evenings and weekends unless the Employee is authorized to use personal or vacation time by the County Board Chairman.

(14) **Holidays.** Employee shall receive the same paid holidays as are afforded to other County Employees.

(15) **Termination by the Employer.** Employer may terminate this Agreement at any time by a two-thirds vote of the County Board in favor of termination. It is understood and agreed by the parties that Employee shall be an employee "at will" and may be dismissed without cause. The termination of Employee is so specified in the Title 1, Chapter 3 of the Tazewell County Code, Sec. 5.

(16) **Severance Pay.** In the event the Employer terminates this Agreement and Employee's employment under paragraph (15), the Employer agrees to pay Employee six (6) months' severance pay in a single lump sum payment. The severance pay is to be increased by one (1) month for each year of service up to a maximum of nine (9) months. Said Payment shall be calculated by dividing the Employee's then current annual salary. Any amounts required to be deducted such as Federal Income Tax, FICA, State Income Tax, and IMRF shall be subtracted from the lump sum payment. Employee shall also be compensated for unused vacation leave in accordance with paragraph (6). Employee agrees to accept these payments as liquidated damages in full satisfaction of any rights, compensation, or other benefits Employee may have under the terms of this Agreement or otherwise.

In the event Employee is terminated after being formally charged in a court of competent jurisdiction with any criminal violation committed in his official capacity or evidencing dishonesty and the Employer finds that Employee more likely than not

committed such offense then the Employer shall have no obligation to Employee for the severance payment described in this paragraph.

In the event Employee is terminated after being found guilty by a court of competent jurisdiction of any criminal violation committed in his official capacity or evidencing dishonesty, or admits to committing any unlawful act involving personal gain to him, the Employer shall have no obligation to Employee for the severance payment described in this paragraph.

In the event the Employee fails to comply with paragraph 13 of this Agreement, the Employer may choose to terminate this Agreement and shall have no obligation to Employee for the severance payment as described in this paragraph.

In the event the Employer decides not to renew or extend this Agreement, the Employer shall have no obligation to pay Employee severance pay as described in this section.

(17) **Termination by Employee.** Employee may terminate this Agreement at any time by giving forty-five (45) days written notice to the County Board Chairman and acceptance by the County Board of such termination.

(18) **Eligibility for Benefits Afforded Other County Employees.** Except for the benefit categories indicated in previous paragraphs of this Agreement, Employee shall receive the same employment benefits as are provided to other County Employees.

(19) **Renewal.** The Employer and Employee may meet to discuss the renewal of this Agreement at any time during its term.

(20) **Amendments.** All amendments of this Agreement are invalid and ineffective unless reduced to writing and signed by all parties.

(21) **This Agreement.** This Agreement shall be binding upon each of the parties and their respective successors, assigns, and heirs as the case may be. Employee shall not assign any of the personal services to be rendered by the

employee under this Agreement. Any such assignment shall constitute employee's written notice of resignation.

Adopted this 27th day of October, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ACCEPTED BY:

Employee

Original agreement approved with E-14-103 on 10-29-14. This agreement includes revisions approved with E-15-98 on 09-30-15, revisions approved with E-18-82 on 09-26-18, and revisions approved with E-21-159 on 10-27-21.

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Lisa Clifton of 911 Kevin Court, PO Box 152, South Pekin, IL to the Zoning Board of Appeals for a term commencing December 01, 2021 and expiring November 30, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Lisa Clifton to the Zoning Board of Appeals and we recommend said reappointment be approved.

Mindy Od
Rich W
Carroll
Kim
Bill

Nancy M. Proehl
[Signature]
[Signature]
Monica Connett

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Lisa Clifton to the Zoning Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 27th DAY of OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

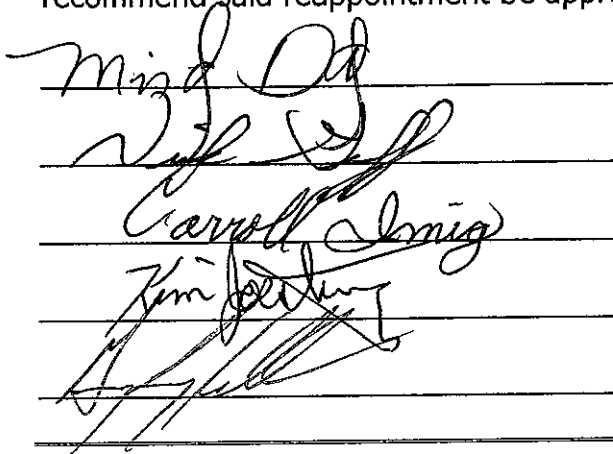
REAPPOINTMENT

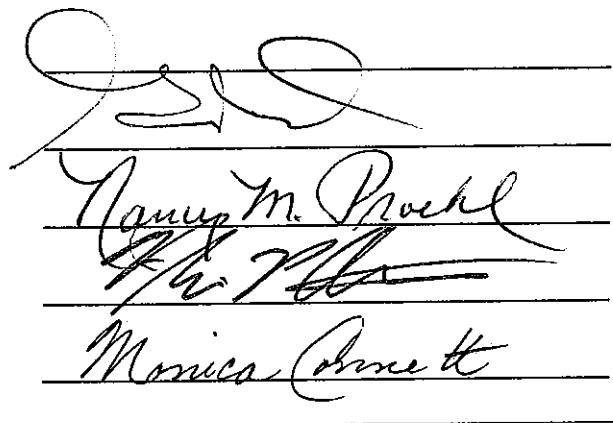
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Nick Graff of 111 Stonecrop Road, Morton, IL 61550 to We Care for a term commencing December 1, 2021 and expiring November 30, 2024.

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.


Mizz Oat
Nick D
Carroll Smig
Jim
[Signature]


[Signature]
Angus M. Proehl
[Signature]
Monica Corneil

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 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

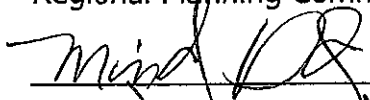
REAPPOINTMENT


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, 2021 and expiring November 30, 2022.


COMMITTEE REPORT

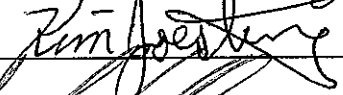
TO: Tazewell County Board
FROM: Executive Committee


This Committee has reviewed the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

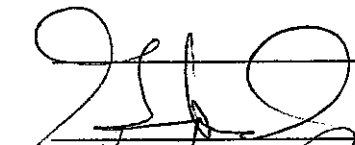


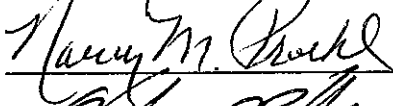


















RESOLUTION OF APPROVAL

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 Tri-County Regional Planning Commission of this action.

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

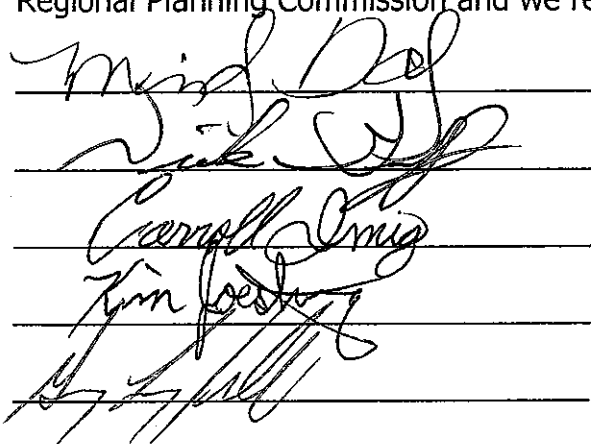
REAPPOINTMENT

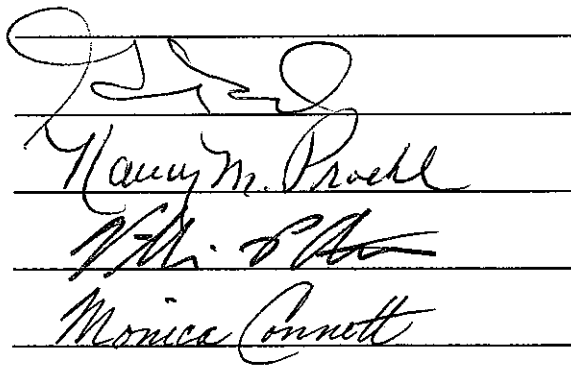
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Menold of 932 E. Dunne Street, Morton, IL to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2021 and expiring November 30, 2024.

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.





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 Tri-County Regional Planning Commission of this action.

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

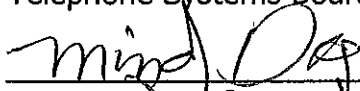
REAPPOINTMENT


I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Erin Morey, Director of Tazewell County Consolidated Communications – TC3, Pekin to the Emergency Telephone Systems Board for a term commencing December 01, 2021 and expiring November 30, 2025.

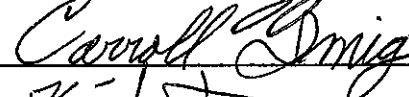
COMMITTEE REPORT


TO: Tazewell County Board
FROM: Executive Committee

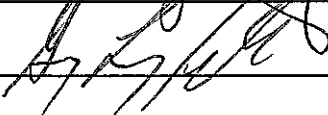
This Committee has reviewed the reappointment of Erin Morey to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

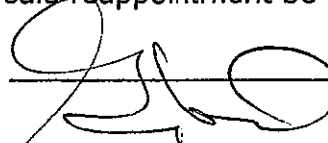


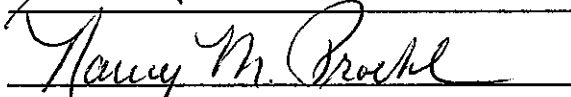





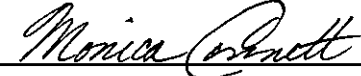












RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Erin Morey to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Chief John Dossey of the Pekin Police Department of this action.

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

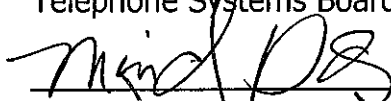


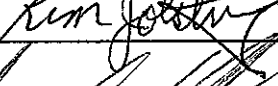

REAPPOINTMENT

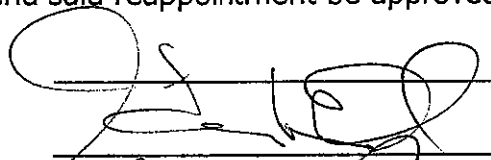
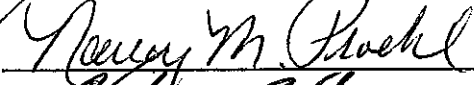
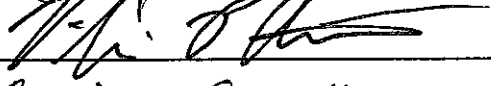

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Ed Meister of 125 Susan Court, East Peoria, IL to the Emergency Telephone Systems Board for a term commencing December 01, 2021 and expiring November 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Ed Meister to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Ed Meister to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Chief John Dossey of the Pekin Police Department of this action.

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

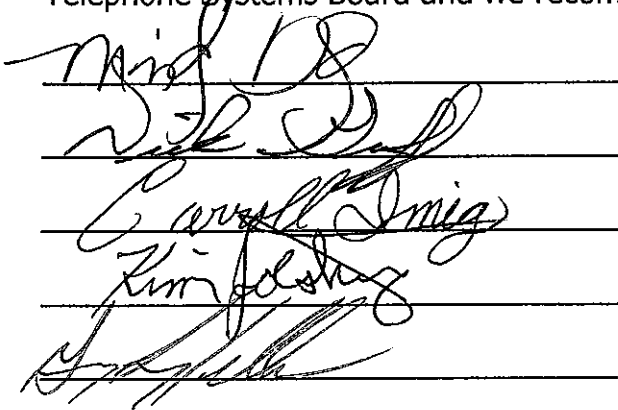
REAPPOINTMENT

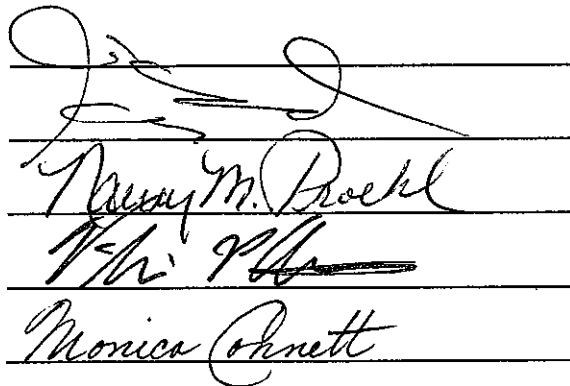
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jeff Stevens of the Washington Police Department, 115 W. Jefferson, Washington, IL to the Emergency Telephone Systems Board for a term commencing December 01, 2021 and expiring November 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Jeff Stevens to the Emergency Telephone Systems Board and we recommend said reappointment be approved.





RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Jeff Stevens to the Emergency Telephone Systems Board.

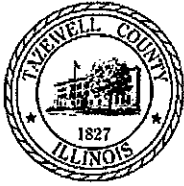
The County Clerk shall notify the County Board Office and the County Board Office will notify Chief John Dossey of the Pekin Police Department of this action.

PASSED THIS 27th DAY OF OCTOBER, 2021.

ATTEST:

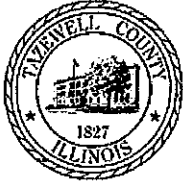
Tazewell County Clerk

Tazewell County Board Chairman



Tazewell County Board Calendar of Meetings November 2021

Zoning Board of Appeals Duane Lessen, Chair	Tuesday, November 02 5:30pm – JCCR	Altpeter, Connett, Crawford, Hall, Goddard, Imig, Joesting, Roberts
Health Services Bill Atkins, Chair	Thursday, November 04 5:30pm - TCHD	Sinn, Altpeter, Hall, Hauter, Hovey, Longfellow, Roberts
Transportation Greg Menold, Chair	Monday, November 08 8:00am - Tremont	Hall, Connett, Crawford, Goddard, Hovey, Mingus, Proehl
Property Greg Longfellow, Chair	Tuesday, November 09 3:30pm – JCCR	Harris, Graff, Hauter, Imig, Joesting, Rich-Stimson, Sciortino
Finance Nick Graff, Chair	Tuesday, November 09 following Property – JCCR	Darcy, Atkins, Harris, Imig, Menold, Mingus, Proehl, Rich-Stimson, Sciortino, Sinn
Human Resources Mindy Darcy, Chair	Tuesday, November 09 following Finance – JCCR	Proehl, Atkins, Graff, Harris, Imig, Menold, Mingus, Rich-Stimson, Sciortino, Sinn
Land Use Kim Joesting, Chair	Tuesday, November 09 5:00pm – Jury Room	Connett, Altpeter, Crawford, Goddard, Hall, Imig, Roberts
Insurance Review David Zimmerman, Chair	No November meeting	Darcy, Hauter, Rich-Stimson
Risk Management David Zimmerman, Chair	Wednesday, November 10 4:00pm – Jury Room	Harris, Atkins, Connett, Darcy, Graff, Imig, Joesting, Longfellow, Menold, Proehl, Sinn
Executive David Zimmerman, Chair	Wednesday, November 10 following Risk Management	Harris, Atkins, Connett, Darcy, Graff, Imig, Joesting, Longfellow, Menold, Proehl, Sinn
Veteran’s Day Holiday	Thursday, November 11	County Offices Closed
Board of Health Bobbi Mullis, Chair	TBD 6:30pm - TCHD	Atkins
County Board	Wednesday, November 17 6:00 pm – JCCR	All County Board Members
Thanksgiving Holiday	Thursday, November 25 and Friday, November 26	County Offices Closed



**Tazewell County Board
Calendar of Meetings
December 2021**

Zoning Board of Appeals Duane Lessen, Chair	no meeting	Altpeter, Connett, Crawford, Hall, Goddard, Imig, Joesting, Roberts
Health Services Bill Atkins, Chair	no meeting	Sinn, Altpeter, Hall, Hauter, Hovey, Longfellow, Roberts
Transportation Greg Menold, Chair	no meeting	Hall, Connett, Crawford, Goddard, Hovey, Mingus, Proehl
Property Greg Longfellow, Chair	no meeting	Harris, Graff, Hauter, Imig, Joesting, Rich-Stimson, Sciortino
Finance Nick Graff, Chair	no meeting	Darcy, Atkins, Harris, Imig, Menold, Mingus, Proehl, Rich-Stimson, Sciortino, Sinn
Human Resources Mindy Darcy, Chair	no meeting	Proehl, Atkins, Graff, Harris, Imig, Menold, Mingus, Rich-Stimson, Sciortino, Sinn
Land Use Kim Joesting, Chair	no meeting	Connett, Altpeter, Crawford, Goddard, Hall, Imig, Roberts
Insurance Review David Zimmerman, Chair	No meeting	Darcy, Hauter, Rich-Stimson
Risk Management David Zimmerman, Chair	no meeting	Harris, Atkins, Connett, Darcy, Graff, Imig, Joesting, Longfellow, Menold, Proehl, Sinn
Executive David Zimmerman, Chair	no meeting	Harris, Atkins, Connett, Darcy, Graff, Imig, Joesting, Longfellow, Menold, Proehl, Sinn
Board of Health Bobbi Mullis, Chair	TBD	Atkins
County Board	no meeting	All County Board Members
Christmas Holiday	Friday, December 24 and Monday, December 27	County Offices Closed
New Years Holiday	Friday, December 31	County Offices Closed