

Tazewell County Board

Wednesday, August 31, 2022

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, August 31, 2022 - 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. Proclamation: Hunger Action Month
- D. Communications from members of the public and county employees
- E. Communications from elected and appointed county officials
- F. Approve the minutes of the July 27, 2022 County Board Proceedings
- G. **In-Place Health Services Committee meeting**
- H. **In-Place Property Committee meeting**
- I. Consent Agenda:

Land Use:

- | | | |
|----------|----|--|
| LU-22-07 | 1. | Approve Amendment 62, Title XV, Chapter 157, Zoning |
| LU-22-08 | 2. | Approve Amendment to the Building and Property Maintenance Code – Adoption of the 2018 International Pool & Spa Code |

Health Services:

- | | | |
|----------|----|---|
| HS-22-23 | 3. | Approve Intergovernmental Agreement for Animal & Rabies Control Services with the Village of Tremont
<u>Upon approval of In-Place meeting</u> |
|----------|----|---|

Property:

- | | | |
|---------|----|---|
| P-22-05 | 4. | Approve electric easements for the solar farm |
| P-22-06 | 5. | Approve month-to-month lease renewal for office space in the Monge building |

- P-22-07** 6. Approve Farnsworth Group Task Order for planning of the Tazewell County Health Department building in Pekin
Upon approval of In-Place meeting

Finance:

- F-22-22 7. Approve transfer request for the Sheriff
F-22-23 8. Approve transfer request for Community Development
F-22-24 9. Approve transfer request for the Courts
F-22-25 10. Approve transfer request for the Courts
F-22-20 11. Approve transfer request for the County Clerk

Human Resources:

- HR-22-16 12. Approve independent contractor agreement for guardian ad-litem services
HR-22-08 13. Approve amendment of the personnel policy for Salary Administration for new hires and promotions

Executive:

- E-22-79 14. Approve acceptance of resignation of District 2 County Board member
E-22-86 15. Approve acceptance of resignation of District 2 County Board member
E-22-82 16. Approve the Ordinance fixing the budget for HLA SSA
E-22-83 17. Approve the Ordinance for the levy and assessment of taxes for FY23 for the Heritage Lake Subdivision Special Service Area
E-22-87 18. Approve agreement with BidNet Direct
E-22-88 19. Approve appointment of State's Attorney

Appointments and Reappointments

- E-22-77 a. Appointment of Aaron Yoder to the Board of Health
E-22-78 b. Reappointment of Brian Frank to the Mackinaw River Levee & Drainage District
E-22-81 c. Reappointment of Darel Knaak to the Cincinnati Drainage and Levee District

J. Unfinished Business

K. New Business

- L. Review of approved bills
- M. Approve the September 2022 Calendar of Meetings
- N. Recess to September 28, 2022



Hunger Action Month
Proclamation

WHEREAS, one in 9 people in Illinois struggles with hunger every day, including one in six children. When families are hungry, making healthier choices can be even more difficult.

WHEREAS, we are committed to taking steps to combat hunger in every part of our community and to provide additional resources for those that live in our communities

WHEREAS, we are committed to working with Food Pantry Network-HOI including Midwest Food Bank and Peoria Area Food Bank, in hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, more than 12,240 individuals in Tazewell County are considered food insecure

WHEREAS, the members of Midwest Food Bank and Peoria Area Food Bank distribute meals through its network of food pantries, soup kitchens, shelters, mobile food drives and other community organizations with support of Food Pantry Network-HOI;

WHEREAS, the month of September has been designated "Hunger Action Month" in order to bring attention to food insecurity in our communities and to engage the public in action – including volunteer shifts, social media shares, and donations – to end hunger one helping at a time; and

WHEREAS, food pantries and food banks across the country, including members of the Food Pantry Network- HOI will host numerous events throughout the month of September to bring awareness and help end hunger in their local community;

NOW, THEREFORE, we, the Tazewell County Board, do hereby recognize September 2022, as **HUNGER ACTION MONTH** in Tazewell **Illinois**, and call this observance to the attention of our citizens.

Presented this 31st day of August, 2022.





Tazewell County Board Chairman

TAZEWELL COUNTY LAND USE COMMITTEE
SUMMARY OF COMMITTEE AGENDA
August 9, 2022 Meeting
TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON
August 31, 2022

LU-22-07
CASE NO. 22-27-A

Amendment 62, Title XV, Chapter 157, Zoning

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

LU-22-08
Resolution

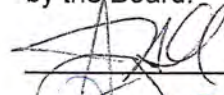
Tazewell County Building & Property Maintenance Code –
Adoption of the 2018 International Pool & Spa Code

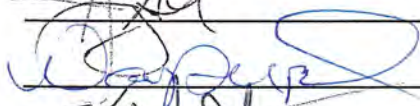
Land Use recommended approval.

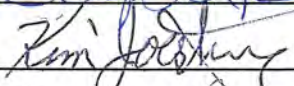
COMMITTEE REPORT
LU-22-07
(Case No. 22-27-A)

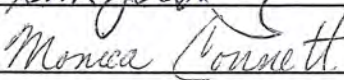
Chairman and Members of the Tazewell County Board:


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




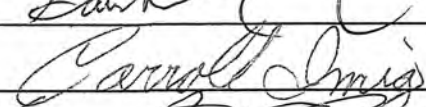


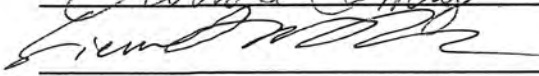












RESOLUTION

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

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

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

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

Adopted this _____ day of _____, 2022.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

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

Proposed Amendment No. 62
(Zoning Board Case No. 22-27-A)

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

WHEREAS, a public hearing on said Amendment was held August 2, 2022, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

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

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

Positive: *The proposed amendment will not be detrimental to orderly development of Tazewell County.*

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

Positive: *The proposed amendment will ensure the public health, safety, morals and general welfare of Tazewell County.*

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

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

SECTION 1.

§ 157.050 SWIMMING POOLS.

(A) ~~General provisions.~~ ~~The purpose of the following provisions is to prescribe rules and regulations controlling the construction, maintenance and operation of private swimming pools in the unincorporated areas of the county to protect the public health, safety and welfare from the dangers which are often associated with a private swimming pool. It shall be the duty of the owner of a private swimming pool to comply with the provisions set forth in this private swimming pool section, as such provisions now exist or may hereinafter be amended.~~

General provisions. *All swimming pools shall adhere to the accessory structure setback of the zoning district in which it is being placed. In addition, all pools shall be constructed or installed in accordance with the International Swimming Pool and Spa Code, adopted by reference and as amended in the Tazewell County Building and*

Property Maintenance Code, Chapter 154.~~(B) — Location and setbacks.~~

- ~~(1) — The owner of the proposed private swimming pool or his or her representative or agent shall install the same in conformance with the applicable requirements set forth in this section as well as setbacks from appurtenances, lot lines, buildings, walks, fences and electrical service lines established herein.~~
- ~~(2) — The location of the pool shall adhere to the following minimum setbacks:

 - ~~(a) — Five feet from walls, landscaping elements, trees and other appurtenances;~~
 - ~~(b) — Ten feet linear and 18 feet diagonally from electric services lines (it is recommended that such service lines be placed underground to provide additional safety);~~
 - ~~(c) — Ten feet from principle or accessory structures, excluding decks;~~
 - ~~(d) — Accessory structure property and building line setbacks for the Zoning District in which it is located.~~
 - ~~(e) — No pool shall be located in any required front yard or between any principal structure on any zoning lot and any adjacent right-of-way.~~~~

~~(A) — Fences.~~

- ~~(1) — It shall be the duty of the owner of a private swimming pool to either:

 - ~~(a) — Install a fence not less than five feet in height which shall completely surround the swimming pool except for those portions of the enclosure where there is a building that would serve as a five-foot barrier; or~~
 - ~~(b) — Install a barrier which may include the sides of the pool structure of aboveground pools, not less than five feet in height which shall completely surround the swimming pool except for those portions of the enclosure where there is a building that would serve as a five-foot barrier.~~~~
- ~~(2) — The following requirements shall apply to all private swimming pool owners:

 - ~~(a) — Each fence shall be equipped with a gate with self-closing and self-latching devices placed at the top of the gate on the pool side. Such self-closing and self-latching devices shall be installed at such a height so as to be inaccessible to small children, but in no case shall such device be installed at a height lower than 48 inches as measured from grade.~~
 - ~~(b) — All pool fence gates shall be closed and locked when the pool is not in use.~~
 - ~~(c) — There shall be no fixed objects, tree limbs, and the like adjacent or extending over the fence that may be used by a child to climb over the fence top.~~
 - ~~(d) — The maximum vertical clearance between grade and the bottom of the barrier shall be two inches.~~
 - ~~(e) — Openings in the barrier shall not allow passage of a four-inch diameter~~~~

~~sphere.~~

- ~~(f) Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.~~
- ~~(g) Where barriers are composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed one and seven-eighths inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed one and three-quarters inches in width.~~
- ~~(h) Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches or more, spacing between vertical members shall not exceed four inches. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed one and three-quarters inches in width.~~
- ~~(i) Where a chain-link fence is provided, the opening between the links shall not exceed two and three-eighths inches.~~
- ~~(j) Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall be no more than one and three-quarters inches.~~
- ~~(k) All fencing shall comply with setback requirements as established in § 157.049(H)(3).~~
- ~~(l) Where a wall of a dwelling serves as part of the barrier, one of the following conditions shall be met:

 - ~~(1) The pool shall be equipped with a powered safety cover in compliance with ASTM F 1346;~~
 - ~~(2) Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch(es) shall be located 54 inches above the threshold of the door; or~~
 - ~~(3) Other means of protection, such as self-closing doors with self-latching devices, which are approved by the Community Development Administrator, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded~~~~

in subsections 1. and 2. above.

- (m) ~~For properties not within a platted subdivision and that are located more than six hundred feet (600) feet, measured from the closest corner of an in-ground swimming pool to an existing dwelling, (other than the Owners), a powered safety cover in compliance with ASTM F 1346-91 may be used in lieu of the fence.~~
- (n) ~~Where an above ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps one of the following shall be met:~~
 - (1) ~~The ladder or steps shall be capable of being secured, locked or removed to prevent access; or~~
 - (2) ~~The ladder or steps shall be surrounded by a barrier which meets the requirements of subsections (a) through (j) above. When the ladder or steps are secured, locked or removed, any opening created shall allow the passage of a four-inch diameter sphere.~~
 - (3) ~~The installation of electric wiring and equipment associated with all swimming pools shall comply with the NFPA 70: National Electrical Code, 2011 Edition.~~
 - (4) ~~Once construction of the pool is complete, it shall be the responsibility of the property owner or tenant in control to ensure that a temporary barrier be placed around the pool until all permit requirements have been met and approved by the Community Development Administrator, and such temporary barrier shall adhere to the following minimum standards:~~
 - (a) ~~Four feet in height, as measured vertically from grade; and~~
 - (b) ~~Supporting poles or members shall be placed at intervals which maintain the barrier in a vertically upright position however such poles or supporting members shall not be placed less than every ten feet.~~

SECTION 2.

§ 157.601 FEES CHARGED FOR PUBLIC HEARING

<i>Type of Application</i>	
Text Amendments	Fee
Resident or Developer	\$500
Community Development Administrator, Committee or Board member	\$0

WHEREAS, this amendatory ordinance shall take effect immediately upon passage as provided by law.

PASSED AND ADOPTED this _____ day of _____, 2022.

Ayes _____ Nays _____ Absent _____

Chairman
Tazewell County Board

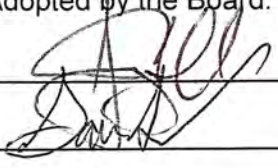
ATTEST:

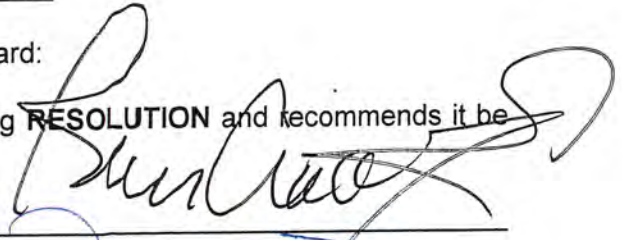
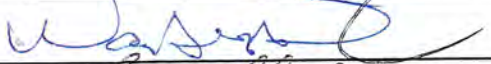

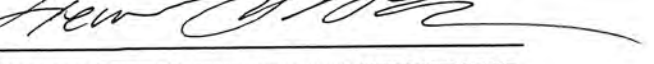
County Clerk
Tazewell County, Illinois

LU-22-08
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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



RESOLUTION

WHEREAS, the County has the authority pursuant to Chapter 55 ILCS 5/5-1063 to adopt Building Codes and the authority pursuant to Chapter 55 ILCS 5/5-6001 to adopt Codes by reference; and

WHEREAS, on November 20, 2013, the Tazewell County Board adopted Title 7, Chapter 5, the Tazewell County Building and Property Maintenance Code adopting by reference the 2012 International Code Council I-Codes and the NFPA 70 National Electrical Code 2011, now known as Chapter 154 of the Tazewell County Code; and

WHEREAS, on July 28, 2021, the Tazewell County Board amended Chapter 154 of the Tazewell County Code and adopted by reference the 2018 edition of the aforementioned I-Codes, as amended and the 2018 International Existing Building Code, as amended; and

WHEREAS, the proposed Amendment, attached hereto and incorporated herein, also adopts by reference the 2018 International Pool and Spa Code, as amended; and

WHEREAS, the Land Use Committee understands the importance of enforcing the Building and Property Maintenance Code for all structures in the unincorporated areas of Tazewell County to ensure safe construction, provide minimum standards to safeguard life, limb, health, property, and the public welfare. Therefore, the Land Use Committee recommends adopting the attached amendments to Chapter 154, Building and Property Maintenance Code of the Tazewell County Code; and

NOW THEREFORE BE IT RESOLVED, that the County Board hereby concurs with the Land Use Committee and adopts the attached amendments to Chapter 154 of the Tazewell County Code, as amended to be in full force and effective September 1, 2022.

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

PASSED AND ADOPTED this _____ day of _____, 2022.

Ayes _____ Nays _____ Absent _____

ATTEST:

Chairman, Tazewell County Board

PROPOSED AMENDMENT

TO THE TAZEWELL COUNTY BUILDING AND PROPERTY MAINTENANCE CODE

TITLE XV – CHAPTER 154

****Add verbiage as bolded and underlined****

SECTION 1.

CHAPTER 154: BUILDING AND PROPERTY MAINTENANCE CODE

International Swimming Pool and Spa Code

§ 154.135 Adopted by reference

§ 154.136 Amendments

Swimming Pool and Spa Code

§ 154.135 ADOPTED BY REFERENCE

The 2018 International Swimming Pool and Spa Code is hereby adopted by reference. No appendices are adopted.

§ 154.136 AMENDMENTS

Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the International Pool and Spa Code of Tazewell County, hereinafter referred to as “this code”.

103.1 Creation of enforcement agency is hereby amended to read as follows:

Section 103.1. Creation of enforcement agency is hereby amended to read as follows: The Department of Community Development shall be the Department of Building Safety, and the person in charge thereof shall be the Community Development Administrator.

103.2 Appointment. “Appointment” is here by deleted in its entirety.

103.4 Liability. “Liability” is here by deleted in its entirety.

103.4.1 Legal Defenses. “Legal defenses” is hereby deleted in its entirety.

105.3 Construction documents. “Construction documents” shall be deleted in its entirety.

105.4 Time limitation of application. “Time limitations” is hereby amended to read as follows:

An application for a permit for any proposed work shall be subject to the time limitation set forth in §157.565.

105.5.3 Expiration. "Expiration" shall be deleted in its entirety.

105.5.4 Extension. "Extension" shall be deleted in its entirety.

105.6 Fees. "Fees" shall be deleted in its entirety along with all subsequent 105.6 sections.

106.2 Preliminary Inspection. "Preliminary Inspection" shall be deleted in its entirety.

107.2 Notice of Violation. "Notice of Violation" is hereby amended to read as follows:

- (1) Be in writing;
- (2) Include a description of the real estate sufficient for identification;
- (3) Include a statement of the violation or violations and why the notice is being issued;
- (4) Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code;
- (5) Inform the property owner of the right to appeal; and
- (6) Include a statement of the right to file a lien.

107.3 Prosecution of Violation. "Prosecution of violation" is hereby deleted in its entirety.

106.4 "Violation penalties" is hereby amended to read as follows: Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to the penalties as set forth in §§ 154.010.

106.5 "Abatement of violation" is hereby amended by adding the following to the last sentence: In accordance with §§ 154.010.

202 Definitions. "Onground Storable Pool". All subsequent reference to Onground Storable Pools, storable shall be stricken for clarity.

304 Flood Hazard. "Flood Hazard" shall be deleted in its entirety.

SECTION 2.

This amendatory ordinance shall take effect immediately upon passage as provided by law.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Tremont which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Tremont to the County the sum of \$1,867.14; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective June 1, 2022.

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

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JUNE, 2022, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF TREMONT, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$1,867.14, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows. \

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
5. Emergency calls shall be placed by the VILLAGE authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the ~~1ST~~ day of JUNE, 2022 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this ____ day of _____.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$1,867.14

Monthly Amount: \$155.60

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
<i>Carroll Long</i>	
_____	_____
<i>Sammy Dickerson</i>	
_____	_____
<i>Emi Jackson</i>	
<i>Mark Scortino</i>	<i>[Signature]</i>
_____	_____

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the attached electric easements to serve the solar project south of Route 9, Tremont; and

WHEREAS, the electricity provider, currently Ameren, has requested perpetual easements to erect and maintain electric power for the property owned by Tazewell County; and

WHEREAS, the Tazewell County Board authorizes the Tazewell County Board Chairman to execute the documents to approve the easements.

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

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REMS INFORMATION

Agreement ID: AIC-202203-41394

Project ID: 52608

EASEMENT

(Electric)

21314 IL RTE 9, TREMONT, IL 61568

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2022, that **TAZEWELL COUNTY**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 14, Township 24 North, Range 4 West, of the 3rd Principal Meridian, in Tazewell County, State of Illinois, to-wit:

Property Description:

A part of the Northeast Quarter of Section 14, and a part of the abandoned RR ROW in the Northeast Quarter of Section 14, lying north of IL Route 9 and being in Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, IL.

Easement Description:

The centerline of a 15 foot wide easement strip is to be established by the longitudinal centerline of the electric line as initially installed and shown on Exhibit "A" attached hereto and made a part hereof; (hereinafter "Easement Area").

PIN: 11-11-14-200-006

PIN: 11-11-14-200-003

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

TAZEWELL COUNTY

By: _____

Name: _____

Title: _____

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF _____ } SS

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)

<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

Prepared By: Lori Wendland

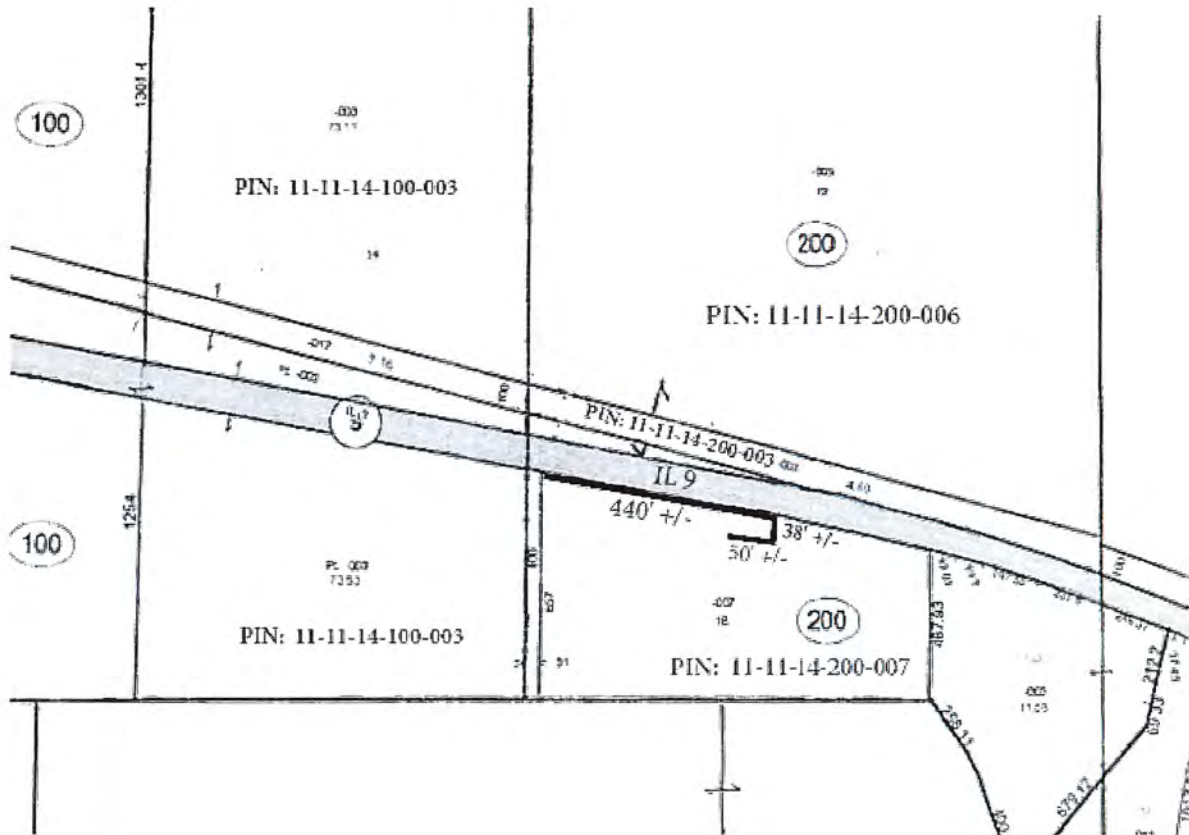
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Real Estate Dept.
12506 N. Fillyside Dr.
Dunlap, IL 61525

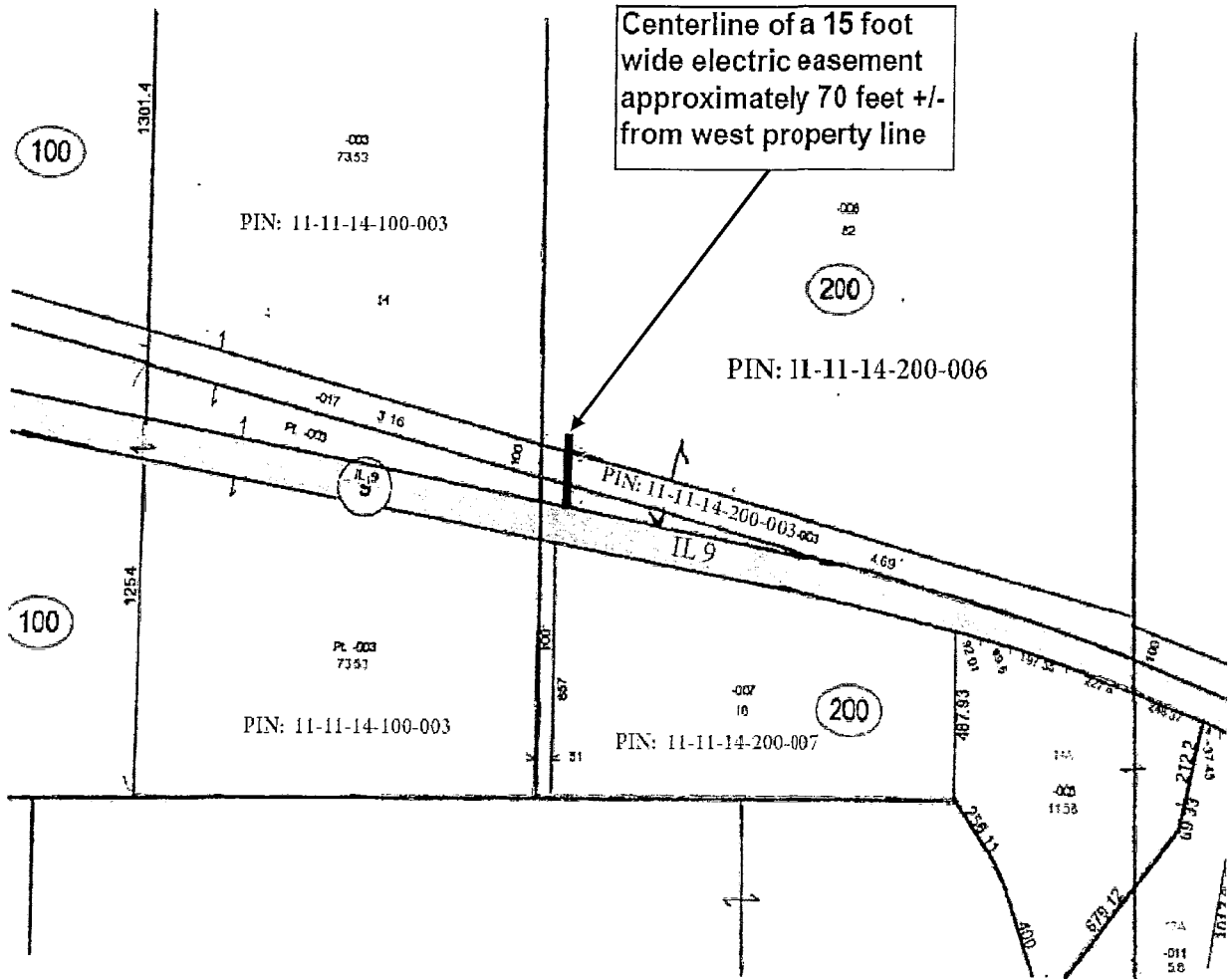
LAW
WR#: 9NOR186287
40.5346 -89.5191
07/20/2022

EXHIBIT "A"
 ELECTRIC EASEMENT
 NOT TO SCALE



NE 1/4, Section 14, & Part of Abandoned
 RR ROW in NE 1/4, Section 14
 T24N, R4W
 Tazewell County, IL





REMS INFORMATION

Agreement ID: AIC-202203-41394

Project ID: 52608

EASEMENT

(Electric)

IL RTE 9, TREMONT, IL 61568

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2022, that **TAZEWELL COUNTY**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 14, Township 24 North, Range 4 West, of the 3rd Principal Meridian, in Tazewell County, State of Illinois, to-wit:

Property Description:

A part of the Northeast Quarter of Section 14, lying south of IL Route 9, being in Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, IL.

Easement Description:

A 10 foot wide easement along the north line of the above-described tract as shown on the Exhibit "A" attached hereto and made a part hereof.

ALSO: The centerlines of 10 foot wide easements are to be established by the longitudinal centerlines of the electric lines as initially installed and shown on Exhibit "A" attached hereto and made a part hereof; (hereinafter "Easement Area").

PIN: 11-11-14-200-007

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

TAZEWELL COUNTY

By: _____

Name: _____

Title: _____

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS }
COUNTY OF _____ } SS

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
--	------------------------------------	--	-------------------------------------

<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

Prepared By: Lori Wendland

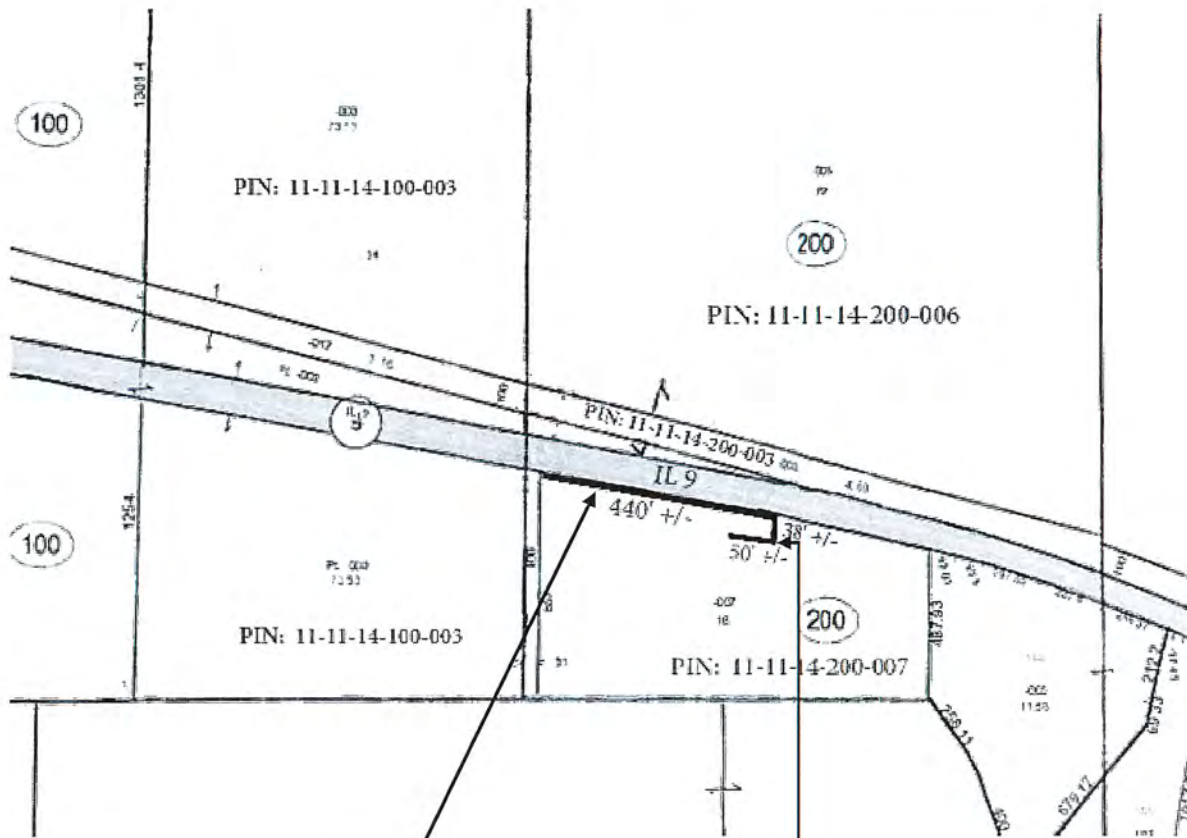
Return To: Ameren Illinois
Real Estate Dept.
12506 N. Fillyside Dr.
Dunlap, IL 61525

LAW
WR#: 9NOR186287
40.5346 -89.5191
07/20/2022

EXHIBIT "A"
ELECTRIC EASEMENT
NOT TO SCALE



NE 1/4, Section 14,
T24N, R4W
Tazewell County, IL
PIN: 11-11-14-200-007



10 foot wide
electric easement

Centerline of a 10 foot
wide electric easement

REMS INFORMATION

Agreement ID: AIC-202208-44115

Project ID: 55899

EASEMENT

(Anchor)

IL RTE 9, TREMONT, IL 61568

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2022, that **TAZEWELL COUNTY**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove power pole anchors, consisting of anchors, associated guy wires, and appurtenances thereto (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 14, Township 24 North, Range 4 West, of the 3rd Principal Meridian, in Tazewell County, State of Illinois, to-wit:

Property Description:

A part of the Northeast Quarter of Section 14, lying south of IL Route 9, being in Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, IL.

Easement Description:

A 15 foot wide by 50 foot wide easement as shown on the Exhibit "A" attached hereto and made a part hereof; (hereinafter "Easement Area").

PIN: 11-11-14-200-007

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same

deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

TAZEWELL COUNTY

By: _____

Name: _____

Title: _____

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS }
COUNTY OF _____ } SS

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s): _____	Member(s)/Manager(s): _____	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below): _____

<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

Prepared By: Lori Wendland

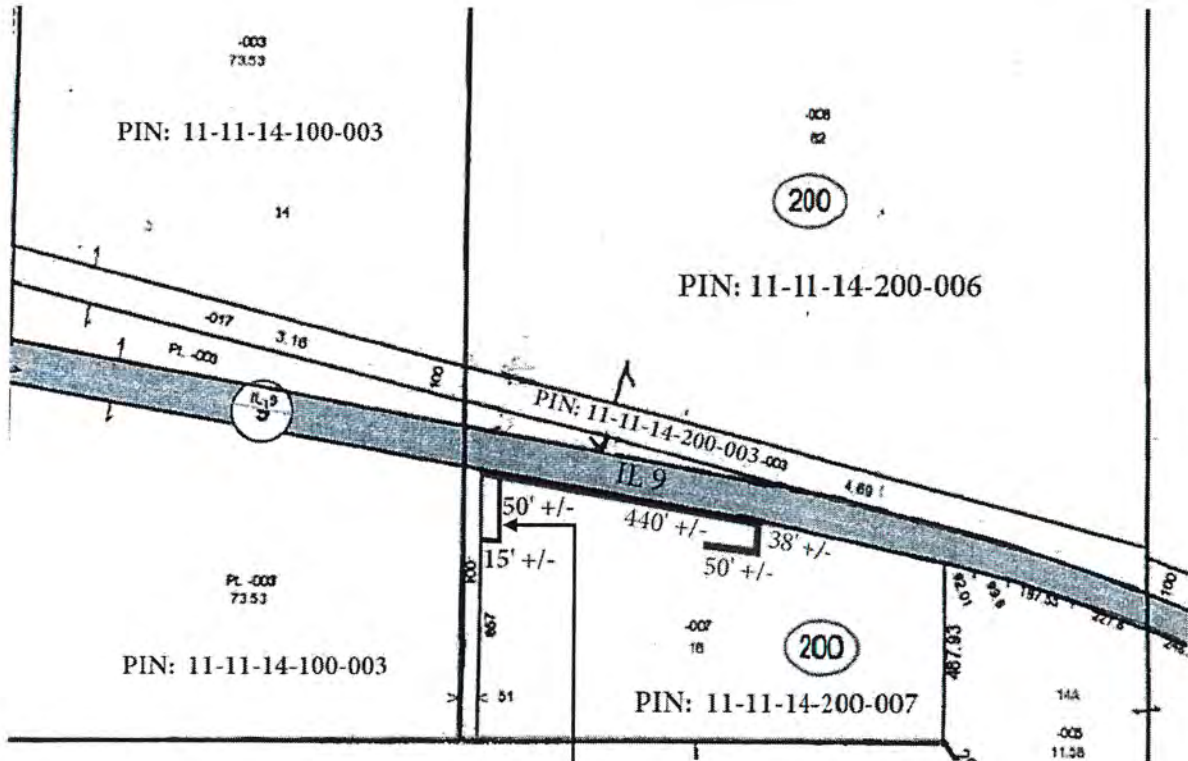
Return To: Ameren Illinois
Real Estate Dept.
12506 N. Fillyside Dr.
Dunlap, IL 61525

LAW
WR#: 9NOR186287
40.5346 -89.5191
08/10/2022

EXHIBIT "A"
ELECTRIC EASEMENT
NOT TO SCALE



NE 1/4, Section 14,
T24N, R4W
Tazewell County, IL
PIN: 11-11-14-200-007



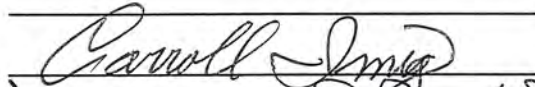
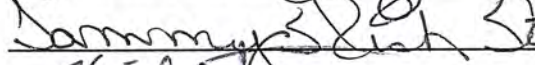

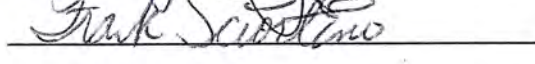
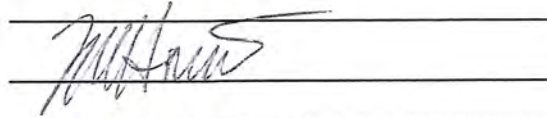
15 foot x 50 foot wide anchor easement

COMMITTEE REPORT

P-22-06

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
_____	

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the Lease Agreement renewal with Dennis Crowell for rental space in the Monge Building; and

WHEREAS, the lease will begin on August 01, 2022 and will continue as a month-to-month tenancy but will be in effect no longer than December 31, 2022; and

WHEREAS, the monthly rent amount will be \$135.00.

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

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

MONGE BUILDING LEASE AGREEMENT

This lease agreement is entered into between the lessor and the lessee this 31st day of August, 2022 at Pekin, Illinois.

1. **Definitions.** Unless the context expressly provides otherwise, the following terms shall have the following meanings:
 - (a) “common area” shall mean all areas and facilities in the Monge Building which are provided and designated by the lessor for the general use and convenience of the lessee and other lessees in the Monge Building and their respective agents, employees, customers, guests, and invitees. Common areas include without limitation, the land and facilities used for parking, landscaped areas, walks and sidewalks, arcades, corridors, loading areas, sanitary sewers, utility lines and the like.
 - (b) “floor area” shall mean the aggregate of the actual number of square feet of floor space within the exterior faces of the building (or buildings if hereafter applicable) on the Monge Building, excluding, however, space on roofs, space on loading docks, the second level of any deck stock area, and common areas. With respect to the premises, “floor area” shall mean the actual number of square feet of floor space within the premises, and there shall be no deduction or exclusion by reason of columns, stairs, or other interior construction or equipment within the premises.
 - (c) “Monge Building” shall mean the real estate and improvements located at 11, 13, 15, 17 and 19 South Capitol Street, Pekin, Illinois 61554 and legally described as follows:

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.
 - (d) “the lessee” shall mean Dennis Crowell
“the lessee’s trade name is _____”
 - (e) “the lessor” shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.
 - (f) “premises” shall mean that part of the Monge Building commonly known as Suite 213, 15 South Capitol, Pekin, Illinois, 61554 containing approximately 223 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.
2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.
3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

4. **Purpose.** The premises are to be used by the lessee for the purpose of a office space.

5. **Term.** This agreement will start on August 1, 2022 and will continue as a month-to-month tenancy but will be in effect no longer than December 31, 2022. To terminate the agreement and tenancy, the Lessor or Lessee must give the other party written notice of non-renewal at least 30 days prior to the date of intended lease termination. If the lease terminates on or after the first of any month, tenant is responsible for that month's rent on a pro-rated basis as calculated by Lessor based on the number of days the lease was valid during that month. Any rents paid by Lessor in advance for the month in which the premises are vacated shall be prorated to date of vacation. Tenant shall continue to adhere to all of the terms and conditions of this agreement until date of vacation.

Term. The term of this lease shall be for 12 months, commencing on the 1st day of August, 2022, and ending on the 31st day of December, 2022. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

The lessee shall have the option to renew this lease for 1 term(s) of 12 months each, so long as the lessee shall have given the lessor 60 days' written notice thereof prior to the expiration of the initial term and so long as the lessee shall not have been in default at the time of the exercise of said option through and including the commencement of the additional term. The rental rate for such renewal shall be the same of the rental rate for the initial term except as follows at the discretion of the Lessee:

See Addendum "A"

6. **Rent.** The lessee shall pay to the lessor monthly payment of U.S. \$ 135.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

A late payment fee of \$ 25.00 shall be paid by the lessee to the lessor, without notice or demand, if the lessee shall fail to make any rental payment by the 5th date after it is due. Thereafter, the lessee shall pay to the lessor U.S. \$ 5.00 for each additional day such payment is delinquent. In addition to any other remedies available to the lessor, the lessee shall pay to the lessor, without notice or demand, a handling fee of U.S. \$ 25.00 for any check tendered for rental payments which shall have been returned unpaid as occasioned by insufficient funds.

7. **Insurance.** The lessee shall procure and maintain for the benefit of the lessor and the lessee general liability policies of insurance insuring against property and personal injury arising from the use, misuse, or abuse of the premises or its appurtenances. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept. Initially, the amounts of such insurance shall be U.S. \$ 1,000,000.00 for death and personal injury per person, U.S. \$ 1,000,000.00 property damage, and U.S. \$ 1,000,000.00 per occurrence. The lessee will promptly pay when due any premiums on any such policy or policies of insurance and will deliver to the lessor certificates and renewals of such policy or policies at least ten days prior to the expiration date(s) thereof, marked "paid" by the issuing company or agent.

The lessee shall procure and maintain for the benefit of the lessor and the lessee's workers' compensation or similar insurance (for all alterations and improvements to be performed by the lessee if any), and fire and casualty insurance with extended coverage, including without limitation vandalism and malicious mischief, covering all of the lessee's stock-in-trade, fixtures, furniture, machinery, equipment, and all other improvements and betterments in the amount of at least 80% of their replacement cost. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept.

The lessor shall have the right to direct the lessee to increase all such insurance coverages whenever the lessor shall consider them to be inadequate.

Nothing herein contained shall be construed as requiring the lessee to procure fire or casualty insurance on the building(s).

8. **Utilities.** The lessor shall pay for all water, sewer, natural gas, electricity, garbage removal. Telephone service and any other utility product or service used on the premises during the term of the lease or the lessee's occupancy of the premises shall be paid by the lessee. However, the lessor reserves the right to require the lessee to use trash removal as a part of the operation of the common area, the cost of which would then be included in the common area fees.

The lessee shall pay to the lessor on the first day of each month during the term hereof or during the lessee's occupancy of the premises, a monthly heating and air conditioning charge of \$____-0-____; this charge shall be adjusted each calendar year, and it shall be increased or decreased in relation to the percentage increase or decrease in the entire heating and air conditioning charge to the lessor as compared to the charges incurred for the previous calendar year.

9. **Security Deposit.** The lessee has deposited with the lessor the additional sum of US\$-0-, as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.

10. **Maintenance, Repairs, and Replacements.** The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance (defined as any repair or maintenance with a cost of \$500.00 or less per occurrence). In any event, the lessee shall be responsible for any repair or replacement of any damaged or broken locks, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall make all necessary structural, mechanical and roof repairs to the Monge Building unless the damage is due to the lessee's fault

11. **Advertisements.** The lessee shall include in all advertisements, including without limitation, newspaper, print, television and radio, the trademark/trade name "Monge Building". The lessee shall not, however, use "Monge Building" for any other reason without the lessor's prior written consent, including without limitation, the use of any name, trade name, mark, trade mark, service name, or service mark which includes "Monge Building". After the termination of this lease, the lessee shall not use the term "Monge Building" for any purpose.

12. **Signs and Décor.** All signs, space décor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with the Monge Building's décor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of the Monge Building's appearance.

Furthermore, the lessee shall not install any exterior sign, lighting, plumbing fixtures, shades, awnings, decorations, painting, or other change in the exterior of the Monge Building without the lessor's prior written consent.

13. **Lessee and Employee Parking.** The lessee and the lessee's employees shall park their vehicles (limited to automobiles, pick-up trucks, vans and motorcycles) only in those portions of the parking area designated for the purpose by the lessor. The lessee shall pay to the lessor, without notice or demand, a fee of U.S. \$5.00 per day for each violation hereof. Upon lessor's demand, the lessee shall furnish the lessor with the automobile license number for all such vehicles within three days after taking possession of the premises or within three days of any change in such vehicle or license number. Lessee shall be given a space in the parking area (Space N/A).
14. **Modification of Building.** The lessor reserves the right to change, modify, add to or subtract from the size and dimensions of the Monge Building or any part thereof including without limitation the number, location and dimensions of buildings and stores, walkways, corridors, and sidewalks, the number of floors in any building, the location, size and number of tenant spaces, the identity, type, and location of other stores and tenants, and the size, shape, location, arrangement of common areas, and to design and decorate any portion of the Monge Building as it desires.
15. **Subordination.** This lease shall be subordinate to the lien of any mortgage, now or hereafter placed upon the Monge Building or any part of the Monge Building, and the lessee hereby irrevocably constitutes and appoints the lessor as the lessee's attorney-in-fact coupled with an interest to execute any subordination agreements which may be required in connection with negotiation or execution of any such mortgage. Moreover, the lessee agrees to execute subordination agreement, estoppels certificate, or such other paper and document as may be reasonably requested in connection with such mortgage transactions(s).
16. **Disclaimer of Warranties.** The lessor disclaims (and the lessee accepts such disclaimer and waives any claim to the contrary) any warranties, express or implies, of merchantability, fitness for a particular purpose, or otherwise of the heating and air conditioning equipment and systems or any other equipment, system, fixture, or goods attending this leasehold interest. To the extent any items affecting the leasehold are warranted by the manufacturer or any other third party, the lessor will apply any benefit received by reason of such warranties to the repair or maintenance thereof.
17. **Assignment/Sublease.** The lessee shall not assign this lease or enter into any sublease for the premises without the prior written consent of the lessor. The lessor may assign this lease, and, if so, shall assign all security deposits, prepaid rent, taxes, insurance, and other similar prepaid item to the lessor's assignee.
18. **Alterations/Improvements.** The lessee shall make no alterations or improvements to the premises without the lessor's prior written consent. In any event, any such alteration or improvement for which there is no prior written consent shall become a part of the premises to be surrendered to the lessor at the end of the term. Moreover, any alteration or improvement and all incidental work shall be completed by the lessee or its agents,

contractor, of the like within 30 days following commencement of this lease term or such alteration or improvement. Additionally, the lease shall permit no lien to attach to or claim of lien to be made against the premises.

19. **Casualty Damage.** If any part of the premises shall have been totally destroyed by fire, flood, or other unavoidable casualty such that repairs or replacements cannot be reasonably completed within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, this lease shall terminate and the rent shall be abated for the unexpired portion of this lease, effective the date of such written notification. If, however, such repairs or replacements can be completed within that period and within ninety days of the expiration of the lease term, the lessor shall not be required to repair or replace such damage. If any portion of the premises shall be untenable following such casualty damage, rent shall be equitably adjusted, considering the portion being untenable and the period during which it shall have been untenable. In the event that the lessor should fail to complete the repairs or replacements within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, the lessee may terminate this lease by written notice to the lessor, and such termination shall be the lessee's sole remedy. The lessee shall be solely responsible for repairing or replacing any improvement, fixture, or item of personal property originally installed by the lessee which is not covered by casualty insurance, and nothing in this clause shall be construed as imposing on the lessor the duty to procure such insurance.
20. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.
21. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

Furthermore, the lessee shall not (a) install any interior advertising media without the lessor's prior written consent, (b) keep or display any merchandise on the common areas or outside the confines of the premises, (c) otherwise obstruct the sidewalks or common area, (d) fail to maintain the show windows and signs in a neat, clean and presentable condition, or (e) use any loud speakers, radio broadcasts, or other form of communication that can be heard outside the premises.

The lessor shall designate areas for the placement of trash and refuse, and lessee shall place its trash and refuse in that area for pick up by trash removal contractors.

In general, the lessee shall not perform or allow to be performed any acts or practices which may injure the building or which may cause a nuisance to or be objectionable to other tenants.

The lessee shall conduct or allow to be conducted any auction, fire or bankruptcy sale, or similar business practice without the lessor's prior written consent.

The lessor reserves the right, after consultation with the lessee, to promulgate reasonable rules and regulations relating to the use of the common areas as the lessor may deem appropriate. The lessee shall abide by such rules and regulations. The rules and regulations or amendments thereto shall be binding upon the lessee ten days after delivery of a copy of them to the lessee.

22. **Quiet Enjoyment.** The lessor covenants that the lessee shall peaceably hold or enjoy the premises so long as the lessee shall not be in default or breach.
23. **The Lessee's Indemnities.** The lessee holds harmless and indemnifies the lessor from all loss, liability, or expense that may be incurred by reason of (a) the lessee's failure to observe any covenant or perform any agreement hereunder or, (b) any accident damage, neglect, misadventure, use, misuse, or abuse of the premises or its appurtenances by the lessee, the lessee's employees, agents, customers, guests, invitees, and all others claiming by or through the lessee; these indemnities shall include all costs and expenses of defense, including reasonable attorney's fees, which the lessor may require to be funded, in advance, from time to time, by written notice to the lessee.
24. **Expiration of Term, Renewal, Early Termination, Holding Over.** At the expiration of the lease term, or upon any termination of this lease, the lessee shall yield up to the lessor all of the premises, in good condition, reasonable wear and tear expected, considering the lessee's obligations for maintenance, repairs, and replacements. The lessee shall prior to the expiration of the lease term, or upon termination, remove all property belonging to the lessee which shall not have become a part of the premises. If the lessee shall not have surrendered the premises, as agreed, the lessor may without notice deem this lease to be renewed for an equivalent period of time at double the annual rent or the lessor may without notice deem this lease to be a month to month lease at double the monthly installment(s) of rent, either of which shall be the lessor's election in addition to any other remedy of the lessor. The lessee shall return to the lessor all keys, door openers, security cards and any other means of access the day the tenant vacates the premises.
25. **Default and Remedies.** It shall be an event of default (a) if the lessee shall fail to observe any covenant or perform any agreement, including the failure to pay any monthly rental installment within 10 days of its due date including the abandonment or vacation of the premises or the appearance thereof (b) if the lessee shall be in bankruptcy (whether voluntarily or involuntarily), (c) if the lessee shall make an assignment for the benefit of

creditors, (d) if any creditor of the lessee shall institute any collection suit against the lessee, or (e) if the lessee dies or, if the lessee is other than a natural person, is dissolved or terminated, whether voluntarily or involuntarily.

Upon the occurrence of an event of default, the lessor may immediately and without notice accelerate all sums due or to become due under this lease so that they are immediately due and payable, including reasonably anticipated costs and expenses, including attorney's fees, and enter and repossess the premises and evict the lessee and those claiming under the lessee without being deemed to be guilty in any manner of trespassing; such repossession and eviction shall not prejudice any remedies which might otherwise be used by the lessor for arrears of rent or for any breach of the lessee's agreement.

All unpaid sums which shall become due under this agreement shall be deemed additional rent for purposes on any claim for rent maintained under the forcible entry and detainer laws. If the lessor shall make any expenditures which should have been made by the lessee, each such expenditure shall accrue interest at the rate of 18% per annum until fully repaid by the lessee to the lessor; examples of such expenditures without limitation are the payment of charges for taxes, assessments, insurance premiums, utilities, maintenance repairs, and replacements; nothing contained in this provision shall be construed as imposing any obligation on the lessor to make any such expenditure, and the lessor shall have no such obligation.

The lessor shall have no obligation to procure any subtenant for the benefit of the lessee, but if the lessor shall procure such subtenant, the lessee shall be credited with the rental payments made by such subtenant during the term of this lease less all reasonable amounts incurred or expended in procuring such subtenant.

The lessor shall have a lien upon all goods, chattels, and personal property belonging to the lessee which are in or on the premises as security for the payment of rent and all other sums due under this lease agreement. Such lien shall not be in lieu of or any way affect any statutory lien in favor of the lessor. Upon request, the lessee shall execute and deliver to the lessor financing statement(s). The parties shall have all rights and remedies as to such personal property as provided in the Illinois Uniform Commercial Code.

All rights and remedies of the lessor shall be cumulative, and the exercise of one shall not exclude the exercise of any other. Such rights and remedies may be exercised and enforced concurrently or non concurrently and whenever and as often as the occasion may arise. The lessor's rights and remedies shall be liberally allowed and construed.

26. **Miscellaneous.** The lessor's failure to insist on the lessee's strict performance hereunder shall not be construed as a waiver of or as estoppels to the lessor's right to insist on strict performance of the same or a different matter at a later time. This lease agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors of all kinds. This lease agreement shall be modified only in writing executed by the party against whom such modification is chargeable. In the event of litigation arising under this lease agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, whether incurred prior to or after the commencement of suit, and at any level of court. This lease agreement shall be governed by the laws of the State of Illinois. Time is of the essence of the agreement. Statutory notices and demands shall be made as provided by statute; all other notices, demands or requests shall be deemed received the date and time (if available) (a) of personal service, (b) as indicated on the

receipt of U.S. Postal Main, certified or registered, return receipt requested, (c) as indicated on the receipt of any reputable private delivery firm, or (d) five days after depositing an envelope having fully prepaid, first class postage stamps affixed in an official U.S. Postal Service receptacle; with the exception of personal service, all such notices and demands other than those specifically governed by statute shall be addressed according to paragraph 1 unless either party shall notify the other of a change in such address pursuant to this provision. The lessor may enter and inspect the premises for any reason during normal business hours or at any other time under exigent circumstances. If the lessor shall convey the premises to a third party, the lessor is exculpated from liability or obligation following such conveyance so long as the grantee or transferee has prior notice or knowledge of the existence of this lease. This lease interest shall not constitute as asset of the lessee in an event of bankruptcy or other insolvency or debtor/collector proceedings and arrangements. If any part(s) of this agreement are determined to be invalid, unenforceable, or unlawful, this agreement shall be construed as if each such part was never included in this agreement. The captions used in this agreement are for convenience only and in no way define, limit, or describe the scope, intent, or construction of this agreement of its parts.

~~27. **Lease Termination.** Notwithstanding any other language or provisions in the Lease Agreement to the contrary, Landlord and Tenants agree Landlord may terminate this Lease by giving Tenants sixty (60) days notice. Upon being served with such notice of intent to terminate this lease, Tenants shall vacate the premises within said period of sixty (60) days. Any rents paid in advance for the month in which the premises are vacated shall be prorated to date of vacation. Tenant shall continue to adhere to all of the terms and conditions of this agreement until date of vacation.~~

28. **Environmental Matters.** Landlord, at no cost or expense to the Tenant as operating expense or otherwise, shall, solely with regard to actions or omissions of the Landlord, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Tenant from and against any and all costs, claims, expenses, damages, liens, losses, and judgments arising out of Landlord's failure to comply with Environmental Laws.

Tenant, at no cost or expense to the Landlord, shall, solely with regard to actions or omissions of the Tenant, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Landlord from and against any and all costs, claims, expenses, damages, liens, losses and judgments arising out of Tenants failure to comply with Environmental Laws.

Dated this _____ day of _____, 2022.

ATTEST:

LESSOR:

(Print Name & Title)

By: _____
Board Chairman, Tazewell County, IL

ATTEST:

(Print Name & Title)

LESSEE:

By: _____

(Print Name & Title)

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the proposal from the Farnsworth Group for a Task Order for planning of the Tazewell County Health Department building in Pekin; and

WHEREAS, this Task Order is being paid for with American Rescue Plan Act funds as it is planning for a project that is a qualified expenditure of ARPA funds.

WHEREAS, the cost of this Task Order will be \$28,200.

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 Facilities Director and the Auditor of this action.

PASSED THIS 31st DAY of AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

TASK ORDER NO. 05**UNDER THE MASTER SERVICES AGREEMENT**

MSA (dated 10.30.2019)

This Task Order is effective this 19th day of August in the year 2022, between Farnsworth Group, Inc. ("Farnsworth Group"), and Tazewell County, ("Client"), under the Master Services Agreement ("Agreement") referenced above between Farnsworth Group and Client.

All provisions of the Master Services Agreement are incorporated into and made a part of this Task Order.

By signing this Task Order, Client retains Farnsworth Group to provide services in connection with "Tazewell County Municipal Building" hereinafter referred to as PROJECT.

The scope of Farnsworth Group's services on this Task Order is as follows:

Tazewell County is planning to build a new Health Department Facility, located in downtown Pekin. The new facility will be approximately 10,000 – 12,000 square feet and is anticipated to include the following departments: Dental, Clinic, and Community Services. The budget is anticipated to be approximately \$3-\$5 million dollars.

Programming

Meeting with Health Department staff to review and refine the program of space needs and proposed activities in the facility. This is a follow up to the information provided in our initial meeting. Develop written program of goals for the facility including space for identified activities and programs. Required connectivity of spaces. Occupancy numbers and outline of equipment that will impact space requirements. Calculate the total program area and make recommendations regarding space for circulation, expansion etc.

Site Review

Review proposed site – initial verification of required setbacks, utility lines, previous use. We will advise regarding whether additional due diligence is recommended

Review initial block layout for building fit on the site – size and shape, visibility, entrance location, public parking and entry. Staff parking and entry, drop off sample window requirements, and potential for outdoor emergency clinic activities.

Meeting with County to review the program area, probable cost and initial site and building layout concept.

Building Concept

Develop building concept including overall department layout and connectivity. Dental, clinic

and WIC layout, circulation concept including public space, staff areas, and vertical circulation for two story building.

Meetings (up to two) with Health Department staff to review conceptual plans and confirm concept

Develop a brief project narrative outlining construction type, basic building materials and HVAC system type to inform opinion of probable cost.

Develop an opinion of probable cost (based on square footage) based on published data, local recent projects, and conversations with local contractors.

Assumptions and Clarifications

The following assumptions and clarifications support the fees for this proposal:

- The number of meetings, site visits or travel included in this proposal are mentioned in the scope of services section. Additional meetings, site visits or travel may be requested and will be invoiced on an hourly basis.
- Existing FFE assessment and evaluation is not included in the scope.
- Life cycle cost analysis on equipment not included.
- Additional engineering service including: Structural, Mechanical, Plumbing, Interior Design, Landscape, and Civil is not included as part of the Schematic Design package.

The estimated schedule for Farnsworth Group's services on this Task Order of providing Schematic Design Documents will be approximately 12 weeks, upon notice to proceed. It is our understanding that Schematic Design documents will be included in the November 2022 County Board Meeting. Once the Schematic Design has been approved, a separate Task Order will include Design Development to Construction Administration.

Client agrees to compensate Farnsworth Group for providing the above services and expenses on this Task Order as follows:

The total Lump Sum fee for Farnsworth Group's services including estimated expenses on this Task Order is \$28,200.

Farnsworth Group and Client hereby agree to and accept the terms and conditions stated above.

FARNSWORTH GROUP, INC.

TAZEWELL COUNTY

Signature

Signature

Typed Name

Typed Name

Title

Title

Date

Date

< Primary Farnsworth Group Contact >

< Client Contact >

Bond S. Wagner, AIA, NCARB

Mike Deluhery

bwagner@f-w.com

MDeluhery@tazewell-il.gov

309.689.9888

309.478.5663

COMMITTEE REPORT

F-22-22

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:

Carroll Innes

[Signature]

[Signature]

Frank Scortino

[Signature]

Sammy's Pink Stomach

Nancy D. Brock

[Signature]

RESOLUTION

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

Transfer \$192,271 from Contingency Line Item (100-610-5999) to Law Enforcement Technology Line Item (100-200-5554)

WHEREAS, the transfer of funds is needed for the annual contract cost to Axon Enterprises; and

WHEREAS, the County Board approved a ten year contract in December 2021 for upgrades to cameras and tasers.

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

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

F-22-23

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer at the request of Community Development;

- Transfer \$510.50 from Building Inspections Line Item (100-300-5210) to Vehicle Maintenance Line Item (100-300-5320)

WHEREAS, the transfer of funds is needed to cover the cost of vehicle repairs.

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

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



COUNTY OF TAZEWELL
COMMUNITY DEVELOPMENT DEPARTMENT

Jaclynn Workman, Administrator

11 South 4th Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: zoning@tazewell-il.gov



TO: Chairman Graff and Finance Committee

FROM: Jaclynn Workman, Administrator

DATE: August 20th, 2022

SUBJECT: Transfer

A transfer will be needed to cover the cost of maintenance (oil change) and repair of the Department's 2011 Ford Edge (145,576 miles). Maintenance cost, regular oil change, \$50.25 and a second will be anticipated at the same cost before the years end. The cost of the necessary repair, brake and caliper replacement, \$1008.05. Additionally, two tires were in need of immediate replacement, \$309.66. The Department will need to transfer \$510.50 from Building Inspections (100-300-5210) to cover the additional cost from Vehicle Maintenance (100-300-5320).

Please feel free to contact me at your convenience if you have further questions.

JW

11 South Fourth Street ~ McKenzie Building ~ Suite 400 ~ Pekin, Illinois 61554
Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: jworkman@tazewell-il.gov

COMMITTEE REPORT

F-22-24

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:

Carol Long

[Signature]

[Signature]

[Signature]

Henry M. Probst

Sammy Spink Stinson

[Signature]

Frank Scortino

[Signature]

RESOLUTION

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

WHEREAS, Courts received a technology modernization grant in the amount of \$222,365.81, which has been deposited in a State Grant revenue line item (100-130-4110); and

WHEREAS, a budget transfer in the amount of \$222,366 from the General Fund Contingency line item (100-610-5999) to Court's Office Equipment line item (100-130-5541) is necessary to cover the expenses associated with the grant.

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

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

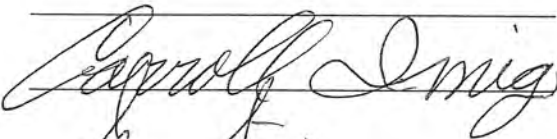
Tazewell County Board Chairman

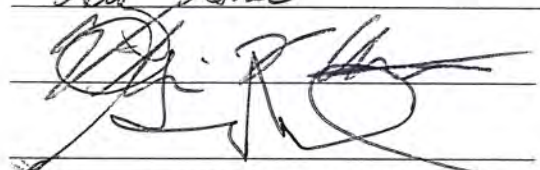
COMMITTEE REPORT

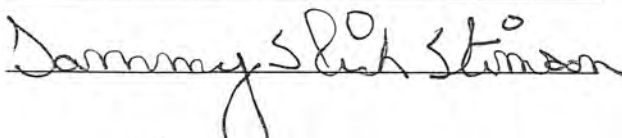
F-22-25


Mr. Chairman and Members of the Tazewell County Board:

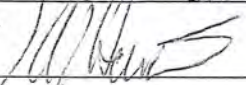
Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:











RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer at the request of the Courts;

- Transfer \$12,750 from Professional/Technical Line Item (100-130-5002) to Guardian Ad Litem Services Line Item (100-130-5292)

WHEREAS, the Human Resources Committee will be considering an Independent Contractor/Contract Guardian Ad Litem (HR-22-16) and if approved a funds balance transfer will be necessary; and

WHEREAS, the transfer is needed to fund the Independent Contractor agreement.

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds contingent on contract approval.

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

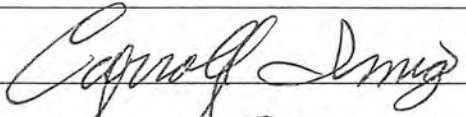
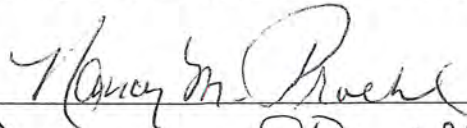
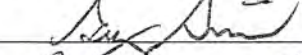
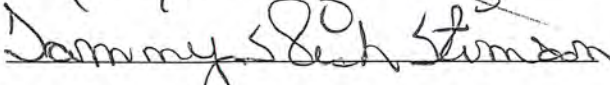
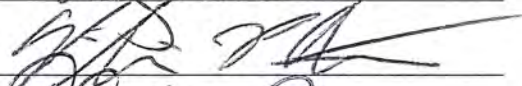
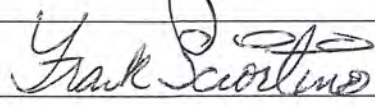

Tazewell County Board Chairman

COMMITTEE REPORT

F-22-20

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for the County Clerk/Recorder;

- Transfer \$16,400 from Contingency Line Item (100-610-5999) to Election Supplies Line Item (100-602-5160)

WHEREAS, the transfer is to cover the cost of new ADA compliant pooling booths; and

WHEREAS, the amount of the transfer will not exceed the amount of selling seven OVO tabulators and seven FVT touchscreens back to Liberty Systems minus the cost of four Ballot on Demand printers per attached agreement.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Clerk/Recorder, the Treasurer and the Auditor of this action.

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Monday, August 01, 2022

John C. Ackerman
Tazewell County Clerk
11 S. 4th Street, Rm. 203
Pekin, Illinois 61554

Re: Liberty Systems, LLC. Equipment Purchase from Tazewell County

Dear John C. Ackerman,

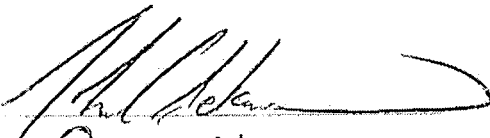
Below you will find the purchase price that Liberty Systems, LLC. will be paying to buy back seven OVO tabulators and seven FVT touchscreens. This purchase price also reflects the purchasing of 4 Ricoh PC600 Ballot on Demand Printers that were purchased by Tazewell County from Liberty Systems, LLC. If this agreement is acceptable to you, please sign and date this letter to finalize the pricing shown below.

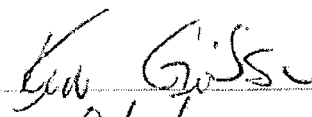
<u>Unit Type</u>	<u>Price Per Unit</u>	<u>Quantity</u>	<u>Total</u>
OVO Tabulator	\$2,000.00	7	\$14,000.00
FVT Touchscreen	\$1,200.00	7	\$8,400.00
Total			\$22,400.00
Ricoh PC600	\$1,500.00	4	(\$6,000.00)
Total After Printer Purchase			<u>\$16,400.00</u>

ACCEPTED:

TAZEWELL COUNTY

LIBERTY SYSTEMS, LLC

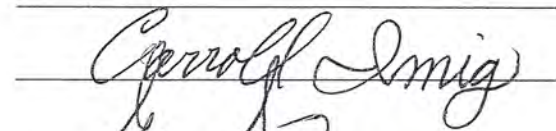
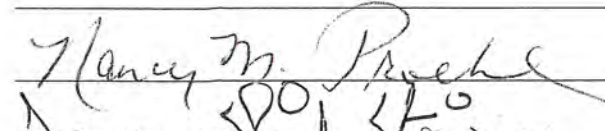

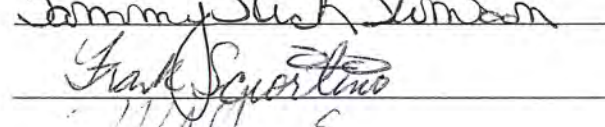

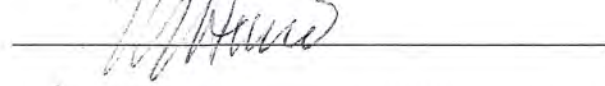
BY 
Date 8-3-22

BY 
Date 8/2/22

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to County Board to approve the attached Independent Contractor/Contract Guardian Ad Litem; and

WHEREAS, the current part time position in Courts will be removed and will be replaced with the attached Independent Contractor agreement; and

WHEREAS, a funds balance transfer will be necessary to meet the cost of this agreement.

THEREFORE BE IT RESOLVED by the County Board this recommendation be approved.

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**TAZEWELL COUNTY CIRCUIT COURT
INDEPENDENT CONTRACTOR/CONTRACT GUARDIAN AD LITEM**

This Contract, entered into this 1st day of September, 2022, between the Tenth Circuit Court of Tazewell County by the Presiding Judge (hereinafter referred to as "the Court," "Courts" or "Court Administration"), and Ann R Pieper, Attorney-at-Law with the firm of Heyl, Royster, Voelker and Allen, (hereinafter known as a "Contract Guardian Ad Litem," or "CGAL,") and the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County).

WHEREAS, Ann R. Pieper, desires to contract with the 10th Judicial Circuit Court of Illinois and County of Tazewell to be appointed as Guardian ad Litem for order of protection, domestic abuse, dissolution of marriage, family, and guardianship proceedings filed in Tazewell County of the 10th Judicial Circuit Court; and

WHEREAS, there is a necessity to provide professional contract services for the representation of minors who are the subject of proceedings in Tazewell County Civil Court; and

NOW THEREFORE, the Parties agree as follows:

1. Services

1.1 Nature of Services/Description of Duties

CGAL shall perform such services as necessary to provide legal services as described above and undertake such duties and assignments as proscribed by the Court, at the sole discretion of the Court. The method, manner and style of delivering those services shall be at the discretion of the CGAL and subject only to the satisfaction of the Court. The services required of the CGAL shall be consistent with Supreme Court Rule 907 as well as with all statutory guidance found in various Illinois statutes that detail the requirements and responsibilities of a Guardian Ad Litem.

1.2 Satisfactory Performance

CGAL hereby warrants that his/her performance of professional services as enumerated in Section 1.1 of this Agreement, and any other services performed pursuant to this Agreement will meet reasonable professional standards and all services are the product of reasonable expertise, training, experience, and best practices within the bounds of the Illinois rules of Professional Conduct.

1.3 Equipment and Support

Guardian ad Litem shall maintain, at his or her expense and discretion, their own office space, computer equipment, software, technical support, and other supplies necessary and appropriate for the performance of Guardian ad Litem services. In the event the CGAL desires to meet with

parents and/or others in the Courthouse, due to security concerns and/or the needs of the parents or other witnesses, who may not be able to afford transportation to the CGAL's personal office in Peoria, the Courts will allow the CGAL to utilize an open conference room, courtroom or other private area for this purpose. The CGAL will check with Court Administration and Bailiffs to make sure that rooms are available when any such meeting is scheduled.

2. Independent Contractor

2.1 Relationship of the Parties

CGAL is, for all purposes arising out of this Agreement, an Independent Contractor and not an employee or agent of the Court's or Tazewell County. The CGAL shall not be entitled to any benefits accorded an employee such as, but not limited to, retirement or IMRF, workers' compensation, vacation, sick leave, disability or other types of medical or psychological leave, unemployment benefits or health or any other type of insurance. To be clear, pursuant to IMRF's Manual for Authorized Agents, the CGAL's role is that of a professional consultant and specifically not an IMRF employee pursuant to section 3.6(b) as the CGAL is also engaged in her independent profession, offering her service to the general public through at her own office and performs her services for the County at times designated by her and in the manner she determines. This Agreement does not create nor imply any employment relationship between the Parties.

2.2 Licensing Fees and Malpractice Insurance

CGAL shall be solely responsible for ensuring he/she is and remains during all relevant times related to this Agreement, a licensed attorney in the State of Illinois including payment of all fees necessary to be and remain a licensed attorney and GAL and shall maintain his/her own malpractice insurance as required by the Illinois Supreme Court. The Court shall not be responsible for payment of licensing fees nor establishment and maintenance of malpractice insurance.

2.3 Compensation

The Court shall pay the Guardian ad Litem for services performed pursuant to this Agreement. Guardian ad Litem shall submit a payment voucher to the Court through the Court Administrator on or before the fifth day of each month for the legal services provided to Court during the preceding month. It is understood that Guardian ad Litem's monthly payment voucher shall under no circumstances exceed \$4,250 (Four Thousand Two Hundred Fifty Dollar and 00/100). If the payment voucher is provided to the Court as described, the Court shall provide payment to the Guardian ad Litem on or before the 15th of the month that the voucher is received.

Should this Agreement commence prior to the first day of a monthly period or be terminated prior to the end of a monthly period, it is mutually understood that Guardian ad Litem shall be entitled to compensation at a pro rata basis for actual time and services performed pursuant to this Agreement. Guardian ad Litem agrees to the amount per month during the term of this Agreement,

notwithstanding the number of or complexity of the cases assigned to Guardian ad Litem. Furthermore, Guardian ad Litem shall be responsible for the payment of any and all state, local and federal tax obligations including FICA for compensation under this Agreement.

2.4 Other Fees and Expenses

Mileage Reimbursement: The Courts recognize that part of the CGAL's duties is meeting with minor children at their homes and or schools and approves a vehicle allowance in the amount of \$150 per month.

No other fees or expenses shall be paid or reimbursed to the CGAL unless such fees and/or expenses have been approved in writing by the Court in advance of CGAL incurring such fees and/or expenses. Notwithstanding the above, the Court may reimburse CGAL up to \$250 maximum per calendar year for registration fees directly related to continuing education course work required to maintain the GAL certification per local or state court rules.

2.5 Other Benefits to the CGAL

The County will allow the CGAL to utilize a county email address for the purpose of efficient correspondence with Courthouse officials as well as a Courthouse identification badge that provides secure access to the Courthouse through non-public entrances. The GAL shall be provided a "mailbox" in Court Administration and may utilize the Courthouse address for subpoena returns and other correspondence in this regard.

The CGAL may attend any safety and civil rights trainings and/or workshops offered by the County (such as self-defense workshops, first person shooter trainings, first aid and CPR trainings, sexual harassment trainings and other similar trainings) in the event that her schedule allows. The CGAL is not required to complete any such programming.

3. Term and Duration

3.1 Term

This Agreement shall be effective from the date recited above and shall continue on an as-needed basis and until terminated by either party upon the terms described herein. This Agreement is terminable by either Party, with or without cause, upon proper written notice. If the Court exercises its right to terminate this Agreement, any obligations of the Court under this Agreement shall cease immediately, except that CGAL is entitled to be compensated for work performed up to the termination date of this Agreement. If CGAL exercises his/her right to terminate this Agreement, he/she must do so upon 90 days written notice delivered to the Court, unless the Parties agree in writing to excuse such period and form of notice. Written notice is considered delivered upon acknowledged receipt by the Court or its assignees/agents.

4. Additional Terms and Provisions

4.1 Binding Effect

This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the Parties.

4.2 Assignment

CGAL shall have no right to assign this Agreement, by operation of law or otherwise and shall not delegate the performance of services under this Agreement, exempting short-term coverage as may be needed from time to time for purposes of vacation or sick leave, unless expressly authorized in writing by the Court.

4.3 Severability

If any provision of this Agreement shall be found to be void, invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to be reasonably effect the intent of the parties and shall not affect the remaining provisions of this Agreement.

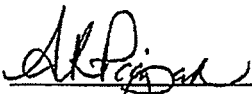
4.4 Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreement or understandings between the parties.

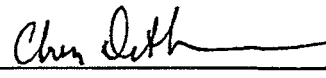
4.5 Private Practice

Nothing in this agreement shall prevent CGAL from engaging in the practice of law apart from the services provided by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the ____ day of _____, 2022.



Ann R. Pieper
Contract Guardian Ad Litem



Chris R. Doscotch, Presiding Judge
Tenth Judicial Circuit, Tazewell County

J. David Zimmerman
County Board Chairman
On behalf of the County Board of Tazewell County

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a revision to the Employee Policies 2014, the Employees Personnel Policies Handbook portion; and

WHEREAS, Section 6.9, Salary Administration, on page 32 under **New Employee's Initial Salary** the section will be amended as follows:

An employee who is hired into a new position with no previous or similar work experience/education above the minimum requirements will be hired at the minimum salary range.

An employee who is hired into a new position who has up to four years of previous or similar work experience/education above the minimum requirements can be hired with a starting wage up to 25% of the salary grade midpoint at the hiring department head's discretion.

An employee who is hired into a new position who has five to nine years of previous or similar work experience/education above the minimum requirements can be hired with a starting wage up to 50% of the salary grade midpoint at the hiring department head's discretion.

An employee who is hired into a new position who has ten or more years of previous or similar work experience/education above the minimum requirements can be hired with a starting wage up to the salary grade midpoint at the hiring department head's discretion.

A salary may be negotiated above the salary grade midpoint with the approval of the County Administrator.

WHEREAS, Section 6.9, Salary Administration, on page 32 under **Promotion, Transfer, and Demotion** section (a.) will be amended as follows:

Employees promoted to a higher pay grade will receive a minimum of a 6% pay

increase for each grade increase, or the new grade minimum, whichever is greater.

The promotion salary may be negotiated above the 6% pay increase for each grade increase, or the new grade minimum, with the approval of the County Administrator.

WHEREAS, Section 6.9, Salary Administration, on page 33 under **Promotion, Transfer, and Demotion** section (b.) will be amended as follows:

Employees transferred to a new position in the same pay grade will receive the same rate of pay as the former position.

Employees voluntarily transferred to a new position in a lower grade will receive a 7% decrease in their rate of pay or the maximum rate of pay within the pay scale for the new position, whichever is greater.

WHEREAS, Section 6.9, Salary Administration, on page 33 under **Promotion, Transfer, and Demotion** section (c.) will be amended as follows:

Demotions due to poor performance are considered involuntary. An employee who is not performing to the standards of their position may be demoted by their immediate supervisor with approval from the County Administrator.

Employees demoted to a lower pay grade within 12 months after accepting a position, the employee will return to their previous salary provided such pay is within the pay scale for the new position.

If the employee is demoted after accepting a position that they have occupied for 12 months or more, the employee will receive a 5% reduction in their rate of pay for a one grade demotion and a 10% reduction for a two grade demotion or the maximum rate of pay within the pay scale for the new position, whichever is the greater reduction in pay.

WHEREAS, Section 6.9, Salary Administration, on page 33 under **Promotion, Transfer, and Demotion** section (d.) will be removed due to redundancy in the handbook.

WHEREAS, Section 7.3, Employee Classification Change, under **Promotions** this entire section will be removed due to redundancy in the handbook.

WHEREAS, Section 7.3, Employee Classification Change, under **Demotions (Voluntary/Involuntary)** this entire section will be removed due to redundancy in the handbook.

WHEREAS, Section 7.3, Employee Classification Change, under **Lateral Transfer** this entire section will be removed due to redundancy in the handbook.

THEREFORE BE IT RESOLVED the County Board approves recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, all Department Heads and Elected Officials, Human Resources Department and the Payroll Division of this action.

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

County Clerk

County Board Chairman

6. WORKING HOURS AND COMPENSATION

6.1 WORKING HOURS

Official Tazewell County office hours shall be Monday through Friday, except for those departments which require twenty-four (24) hour staffing. Work schedules including weekend assignments will be arranged by the Elected Official or Appointed Department Head to provide for adequate staffing for services provided.

The work day for a majority of employees is seven and one-half (7.5) hours. Those employees shall have hours determined by the Department unless otherwise provided for by a Collective Bargaining Agreement.

6.2 LUNCH PERIODS

Meal periods of not less than twenty (20) minutes duration are provided to all employees working a shift of at least seven (7) hours. Department heads will schedule meal periods to accommodate operating requirements. Employees are expected to eat in the break room or other designated location rather than at their work location.

6.3 REST PERIODS

Employees who work at least 7.5 consecutive hours will be permitted at least one (1) but not more than two (2) 15 minute rest periods. Rest periods are not cumulative and may be taken only if the workload permits. The employee's Elected Official or Appointed Department Head can schedule the rest periods so there will be no break in the continuity of service provided by the department. As rest periods are paid time, they cannot be used to leave early or arrive late.

6.4 HAZARDOUS WEATHER

If a hazardous weather situation arises before the start of an employee's working hours where the employee is unable to arrive at work and the County Office Building is not declared to be closed, the employee may utilize personal, vacation, or compensatory time, or make arrangements with his/her Department Head to work additional hours to compensate for those hours missed.

On occasion, bad weather occurs during the day after you have arrived at work. Depending on your job duties, or other circumstances, and if approved by the Department Head, employees may be sent home with the option of using comp time, vacation, or personal time, if available, for remaining hours of the work day. Employees who choose to remain at work will be paid their normal rate of pay. Part-time employees who do not qualify for vacation or personal time, may take the day off with no pay.

6.5 TIME RECORDS

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the County to keep an accurate record of time worked in order to calculate employee pay and benefits. "Time worked" is all the time actually spent on the job performing assigned duties. All non-exempt employees are required to report all time worked during a particular pay period on their time sheet; failure to do so is grounds for termination. Full-time employees, regardless of exempt status, are expected to work at least 37.5 hours per week by either their presence or by using benefit hours to complete the hours. Employees are required to sign their time sheet to certify the accuracy of the records submitted. A summary sheet regarding hours worked and paid will be maintained by the Elected Official or Appointed Department Head. The summary sheet will be certified by the Elected Official or Appointed Department Head and submitted to payroll on the Monday following the end of a pay period. The summary sheet indicates the basis on which an employee is paid. Questions which arise regarding paychecks should be directed to the employee's Elected Official or Appointed Department Head. Altering, falsifying, tampering with time records, or recording time in a deceiving manner in order to receive pay inappropriately or to not report all time worked will result in termination of employment.

6.6 PAY PERIODS

The fiscal year for Tazewell County begins December 1st of each year and is divided into twenty-six (26) pay periods. A pay period is the fourteen (14) day period beginning at 12:01 AM on Sunday and ending at 12:00 PM on Saturday fourteen (14) days later.

The work week for Tazewell County is the seven (7) day period beginning on Sunday at 12:01 AM and ending on Saturday at 12:00 PM.

6.7 PAY PLAN

The pay period consists of fourteen (14) consecutive days beginning with the first shift on Sunday and ending with the last shift on the second Saturday. At Tazewell County, all non-exempt full-time employees are paid a monthly salary. The monthly salary is based on a forty (40) hour week even though many non-exempt employees are only scheduled thirty seven and one-half (37.5) hours per week. The following pay plan has been adopted by Tazewell County: bi-weekly pay schedule with payments on Friday of the week following the end of the pay period. Changes will be made and announced in advance whenever the County's holidays or closings interfere with the normal pay schedule. The County offers the convenience of direct deposit. The employees are encouraged to participate in this benefit.

Forty Hour Pay Plan - Non-exempt employees on the forty (40) hours pay plan will receive time and one-half when working in excess of forty (40) hours in the work week. (See Overtime (nonexempt employees)).

6.8 PAY DAY

All employees are paid bi-weekly (every other week) and pay checks will be distributed on the Friday following the close of the pay period. Elected Officials, Appointed Department Heads, or their designees may pick up paychecks at 9:00 AM on pay day. Checks will be distributed by Elected Officials, Appointed Department Heads, or their designees.

6.9 SALARY ADMINISTRATION

The salary administration plan at Tazewell County has the objective of paying salaries that are equitable in relation to job responsibilities. The following rules are designed to achieve this objective.

Administration - The County Board established and maintains the Salary Administration Plan (SAP) program. The Elected Officials or Appointed Department Heads are the individuals most responsible for administering the program within their respective departments. Questions regarding salary should be first referred to the Elected Official or Appointed Department Head.

Employee Pay Grade - Each job is assigned a pay grade. The pay grade has a scale which indicates minimum/maximum monthly salaries. The minimum monthly salary is the starting salary and the maximum monthly salary is the maximum paid for satisfactory performance. Advancement through these scales is based on determinations by the Elected Official, Appointed Department Head, and County Board. No full-time employee may receive additional compensation from the County, whether as a part-time or temporary employee other than by Board approved stipend.

New Employee's Initial Salary - ~~Employees will be hired at the minimum monthly salary in the pay scale. Increases approved by the County Board will occur when pre-established performance criteria established by the Elected Official or Appointed Department Head have been met, subject to budgetary constraints. Employees will be evaluated at least annually. New employees may be hired above the minimum salary when additional experience qualifies them for credit, with the approval of the County Administrator or Elected Official. In these cases, the employee may be placed in the salary range up to the point designated as the "midpoint" in the employee's assigned grade.~~

~~An employee who is hired into a new position with no previous or similar work experience/education above the minimum requirements will be hired at the minimum salary range.~~

~~An employee who is hired into a new position who has up to four years of previous or similar work experience/education above the minimum requirements can be hired with a starting wage up to 25% of the salary grade midpoint at the hiring department head's discretion.~~

~~An employee who is hired into a new position who has five to nine years of previous or similar work experience/education above the minimum requirements can be hired with a starting wage up to 50% of the salary grade midpoint at the hiring department head's discretion.~~

~~An employee who is hired into a new position who has ten or more years of previous or similar work experience/education above the minimum requirements can be hired with a starting wage up to the salary grade midpoint at the hiring department head's discretion.~~

A salary may be negotiated above the salary grade midpoint with the approval of the County Administrator.

Promotion, Transfer, and Demotion - An evaluation will be conducted and the review date will be no later than one year from the date of the promotion, transfer, or demotion. Salary will be adjusted as follows:

- a. ~~Employees promoted to a higher pay grade will be placed at the beginning of the new pay grade or at a salary which would result in at least a 5 percent pay increase.~~

Employees promoted to a higher pay grade will receive a minimum of a 6% pay increase for each grade increase, or the new grade minimum, whichever is greater.

The promotion salary may be negotiated above the 6% pay increase for each grade increase, or the new grade minimum, with the approval of the County Administrator.

- b. ~~Employees transferred to a new position in the same pay grade will receive the same rate of pay as in the former position.~~

Employees transferred to a new position in the same pay grade will receive the same rate of pay as the former position.

Employees voluntarily transferred to a new position in a lower grade will receive a 7% decrease in their rate of pay or the maximum rate of pay within the pay scale for the new position, whichever is greater.

- c. ~~Employees demoted to a lower pay grade within a twelve months after accepting a position the employee will return to their previous salary, provided such pay is within the pay scale for the new position. If the employee is demoted after accepting a position that they have occupied for twelve months or more, the employee will receive at minimum a reduction in salary of 5 percent for a one grade demotion and 10 percent for a two grade demotion or the maximum pay within the pay scale for the new position, whichever is the greater reduction in pay.~~

Demotions due to poor performance are considered involuntary. An employee who is not performing to the standards of their position may be demoted by their immediate supervisor with approval from the County Administrator.

Employees demoted to a lower pay grade within 12 months after accepting a position, the employee will return to their previous salary provided such pay is within the pay scale for the new position.

If the employee is demoted after accepting a position that they have occupied for 12 months or more, the employee will receive a 5% reduction in their rate of pay for a one grade demotion and a 10% reduction for a two grade demotion or the maximum rate of pay within the pay scale for the new position, whichever is the greater reduction in pay.

- d. ~~In the event the employer establishes a new job position, the employer, through the position classification committee, shall assign a classification and pay grade thereto.~~

6.10 OVERTIME

Full-time Tazewell County employees who are not exempt from the provisions of the Fair Labor Standards Act will be paid overtime (one and one-half times the hourly rate); for time actually worked in excess of forty (40) hours per week unless the Elected Official or Appointed Department Head elects to use compensatory time off pursuant to section 6.11.

Only overtime pre-authorized by the Elected Official or Appointed Department Head will be paid at the one and one-half rate. Overtime as indicated and authorized will be rounded to the nearest quarter hour.

Time recorded for vacation, sick time, military reserve duty, education, compensatory time off, or any other non-worked hours will not be considered overtime nor considered in computing hours worked. Holiday and jury duty hours are considered to be eligible towards calculating overtime.

Note: Overtime hours are not used in the accrual of vacation or other benefits, other than establishing premium pay.

6.11 COMPENSATORY TIME OFF

Compensatory time for employees covered under collective bargaining agreements is governed by and described within the applicable agreements. However, the County provides compensatory time to non-exempt, nonunion employees. Full-time Tazewell County employees who are non-exempt from the Fair Labor Standards Act may be given, at the discretion of the Elected Official or Appointed Department Head, compensatory time off for each hour worked in a week in excess of thirty-five (35) hours but less than forty (40) hours.

Full-time non-exempt employees who work more than forty (40) hours in one week may be given compensatory time off at one and one-half hours off for each overtime hour worked. The maximum number of overtime hours an employee may accumulate is forty (40). Accumulated compensatory time will be paid at termination of employment. At the end of each pay period, the number of hours worked beyond the normal scheduled hours will be converted to compensatory time/overtime hours.

This compensatory time off will be in lieu of overtime pay as described in section 6.10, and the decision to give compensatory time off in lieu of overtime pay will be the sole decision of the Elected Official or Appointed Department Head, subject to the budgetary control of the County Board. Hours worked beyond an employee's normal work week must be pre-authorized by the Elected Official or Appointed Department Head to qualify for compensatory time off. Requests for use of compensatory time shall not be unreasonably denied.

6.12 EMERGENCY CALL BACK FOR HIGHWAY DEPARTMENT EMPLOYEES

Highway Department employees, as a condition of employment, are subject to emergency call back to work due to "acts of God" caused by changes in the weather.

6.13 TRAVEL REIMBURSEMENT

Travel Expense Control Policy Adopted January 2017

A. Definitions

The following words, terms and phrases, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) Entertainment: includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

(2) Travel: any expenditure directly incident to official travel by employees and officers of the County involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

B. Official Business for which Expenses May Be Reimbursed

(1) An official or employee of the County shall be entitled to reimbursement for travel, including meals or lodging, related to the following types of official business:

- a. Education conferences related to the duties of the officer or employee of the County;
- b. Site visits to current or potential vendors of the County
- c. Other travel related to the duties of the officer or employee as approved by the Department Head or Elected Official

C. Maximum Allowable Reimbursement for Expenses.

- (1) Mileage: The maximum allowable reimbursement for use of a privately owned automobile is the mileage rate determined by the most recently published Internal Revenue Service (IRS) Standard Mileage Rates for Business at the time travel took place. Contact the Finance Department for the current mileage rate.
- (2) Lodging: The maximum allowable reimbursement for lodging is the actual cost of lodging as approved by the Department Head or Elected Official. Employees should utilize any discounts available such as conference room block rates or government rates.
- (3) Meals: The maximum allowable reimbursement for meals is the amount most recently published in the General Services Administration (GSA) Meals and Incidental Expenses (M&IE) at the time the travel took place. Contact the Finance Department for the current M&IE rates.
- (4) Other Travel Expenses: The maximum allowable reimbursement for air travel, ridesharing services, taxi services, shuttle services, and public transportation is the actual cost of those services as approved by the Department Head or Elected Official.

D. Approval of Expenses

The following reimbursements for travel, mileage, meals or lodging are subject to approval by a roll call vote of the County Board:

(1) Any expense of any officer or employee that exceeds the maximum permitted in Section C; or

(2) Any expense of any member of the County Board.

Expenses under this Section may be approved prior to or following the travel and incurring of the expenses.

E. Documentation of Expenses

Before any reimbursement for travel, meals or lodging may be approved pursuant to Section D, a standardized form for submission of travel, meal, and lodging expenses supported by the following minimum documentation shall first be submitted to the Office of the County Board:

(1) an estimate of the cost of travel, meals, or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals, or lodging if the expenses have already been incurred;

(2) the name of the individual who received or is requesting the travel, meal, or lodging expense;

(3) the job title or office of the individual who received or is requesting the travel, meal, or lodging expense; and

(4) the date or dates and nature of the official business in which the travel, meal, or lodging expense was or will be expended.

F. Entertainment Expenses

No employee or officer of the County shall be reimbursed by the County for any entertainment expense as defined in Section A.

G. Effective Date

This Resolution shall be in full force and effect from and after its date of passage.

6.14 JURY DUTY

Employees who serve on a Petit Jury or Grand Jury will be compensated at their regular salary for the days they serve.

Employees who serve on a Federal Jury will be compensated at their regular salary for the period of

time that they serve on a Federal Jury.

Upon completion of jury duty assignment, an employee must surrender to the Payroll Department his/her jury duty compensation in order to be paid under this policy. Employees should request the Court to pay them in separate checks for per diem and mileage. The employee may retain that portion paid to them by the Court for travel and mileage and that earned for jury duty service on days they were not scheduled to work.

6.15 LITIGATION / EMPLOYEE COMPENSATION

Tazewell County may, on occasion, become involved in litigation on behalf of the County which requires employees to give deposition or testify in Court. Employees contacted either by attorneys or served subpoenas in furtherance of County litigation should contact their Elected Official or Appointed Department Head. Employees, as directed by their Elected Official or Appointed Department Head, shall be granted time off to give deposition or testify. The employee will be compensated for all scheduled time lost.

Employees involved in litigation, not involving the county or a County official as a party, needing time off to give depositions or testimony, may be granted time off by making a request per departmental procedures. These employees will not be compensated for time lost, but may use personal leave time.

6.16 WAGE GARNISHMENT

The County is obligated by law to honor writs of garnishment. All writs of garnishment will be submitted to the Payroll Department for action. Employees are encouraged to arrange his/her financial affairs to avoid garnishment proceedings.

7. GENERAL RULES AND PROCEDURES

7.1 ATTENDANCE

All County employees are expected to report to work on time as they are scheduled. This policy applies to all County employees and prohibits excessive tardiness. The County assumes a commitment to regular attendance. If an employee is unable to be on duty as scheduled, the employee shall notify the Elected Official or Appointed Department Head, or immediate supervisor at least one hour in advance of scheduled starting time. If the Elected Official or Appointed Department Head cannot be reached at least one hour in advance of scheduled starting time, the employee should contact his/her Elected Official, Appointed Department Head, or immediate supervisor within fifteen (15) minutes of the scheduled starting time.

Unless the employee's Elected Official or Appointed Department Head is notified according to the above regulations, the Elected Official or Appointed Department Head must consider the employee's absence to be unauthorized. Departments are advised to develop and communicate to employee's departmental guidelines that indicate both the needs of the Department and the importance of timely and regular attendance. Employees who fail to report for duty without contacting their Supervisor one hour in advance of their work day commencing for two (2) consecutive workdays shall be disciplined, up to and including termination. Employees who fail to report for duty without contacting their Supervisor one hour in advance of their workday commencing for three (3) consecutive workdays shall be considered resigned.

Employees must not leave their assigned duties until their scheduled employment day is completed without approval of his/her Elected Official or Appointed Department Head, unless reasonable excuse is offered and accepted by the Elected Official or Appointed Department Head, is considered to have abandoned his/her job.

7.2 EMPLOYEE MEETINGS & TRAINING

All employees, as a condition of employment, must attend scheduled orientation and training sessions as assigned. Periodic employee meetings scheduled by management provide an opportunity to inform employees of the County policies, provide training, and to disseminate information. It also provides the employee an opportunity to express his or her views and make contributions for improvements.

All meetings and seminars will be classified as either optional or mandatory. Mandatory meetings are considered to be important to the employees as well as to the County, and are considered as hours worked for pay and overtime purposes. Failure to attend mandatory meetings will result in disciplinary actions similar to other violations of County policies. Optional meetings are highly encouraged, but no disciplinary action will be taken as a result of not attending.

7.3 EMPLOYEE CLASSIFICATION CHANGE

Employees may request a change of classification from full-time to part-time or part-time to full-time, in writing, to their Elected Official or Appointed Department Head, who will recommend approval or denial of the request on the basis of staffing needs, budgetary considerations, length of service, and qualifications. Any recommend change will be forwarded to the County Board for final consideration. Appropriate benefit changes, whether increase or decrease, will take place on the date the

employee's status is changed.

Position Reclassification - The Department Head, after presenting the justification for position reclassification to the - Human Resource Department will receive a Position Description Questionnaire. The questionnaire should be completed by the employee working in the position to be reclassified. -Completed questionnaires for all positions to be reclassified are submitted to the Position Evaluation Committee for evaluation and grade assignment. If the evaluation and grade assignment results in a change in grade the request for reclassification is presented to the County Administrator who will provide the information to Payroll. A reclassification prohibits salary increases, unless the employee's current salary is below the minimum salary of the new classification's pay grade.

Unless otherwise specified, a reclassification shall take effect on the first day of the fiscal year immediately following approval by the board.

~~**Promotions**—Employee shall have the opportunity for promotional advancement within other County departments as well as in their perspective departments. Employees who are promoted into a classification assigned to a higher pay grade shall receive a pay adjustment of one step of 2.5% or the minimum pay level of pay for that grade, whichever is more.~~

~~**Demotions (Voluntary/Involuntary)**—Demotions due to poor performance are considered involuntary. An employee who is not performing to the standards of their position may be demoted by their immediate Supervisor with approval of the County Administrator to a classification assigned to a lower pay grade. In most cases, demoted employees will not be paid more than the maximum rate of pay established for the pay grade of the new classification, and in many cases the rate of pay may be significantly less than the maximum rate of pay for the new pay grade.~~

~~Employees who apply for a vacant position in a lower pay grade may be placed in the new classification as long as they meet the requirements of the position. This is considered a voluntary demotion and employees shall receive a reduction in pay as per their policies. In most cases, demoted employees will not be paid more than the maximum rate of pay established for the pay grade of the new classification.~~

~~**Lateral Transfer**—Employees will not receive a pay adjustment when a lateral transfer has taken place.~~

7.4 BULLETIN BOARDS

Official employee bulletin boards are located in each department. Employees should check the board regularly for pertinent information regarding County activities, opportunities for advancement, and other announcements. No notice is to be posted on the County bulletin boards without express approval of the Elected Official or Appointed Department Head. Bulletin Boards are not to be used for purposes other than official county business.

7.5 SAFETY

Accident prevention in the County is an important concern. To reduce the possibility of accidents, the County tries to provide safe working conditions and equipment for all employees, and to promote safe practices and procedures at all times.

The employee can help by being alert to unsafe conditions, equipment, or methods of operation, and by reporting those hazards so they may be eliminated.

Employees shall perform their jobs in a safe and sensible way and to avoid running and rapid movement of equipment through the corridors. Employees who violate safety regulations are subject to corrective discipline procedures, including possible discharge.

If an accident does occur and involves an employee or visitor, it must be reported immediately to the Elected Official or Appointed Department Head, as well as Department of Human Resources. This is important so that others may be safeguarded and so that proper care is obtained for the injury. However minor the injury may seem, reporting it may result in precautions being taken which would prevent a more serious injury in the future. Employees with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with the County's Risk Management Policy Committee or to their Department Head. Reports of workplace safety may be made anonymously if the employee wishes. All reports can be made without fear of retaliation.

7.6 EMPLOYEE CONDUCT

To ensure orderly operations and to provide the best possible work environment, employees are expected to follow certain rules of conduct that will help protect the interests and safety of all employees and the County. While it is impossible to list every rule of conduct, the following are some examples. Violations of County work rules include, but are not limited to:

- Negligence or improper conduct leading to damage of property
- Theft or inappropriate removal or possession of property
- Falsification of records or statements, or deliberately using any type of misleading, inaccurate, or falsified records or statements (including employment application)
- Working under the influence of alcohol, cannabis or any cannabis related material or compound or illegal drugs.
- Distribution, sale, transfer, or use of alcohol, cannabis or any cannabis related material or compound, illegal drugs in the workplace, while on duty, or while operating County-owned vehicles
- Boisterous or disruptive activity
- Distribution, sale, transfer, or use of alcohol, illegal drugs in the workplace, while on duty, or while operating County-owned vehicles
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Insubordination (including disobeying supervisor's instructions and disrespectful conduct)
- Inappropriate attire
- Violation of safety or health rules
- Smoking in prohibited areas
- Felony conviction
- Sexual and any other unlawful or unwelcome harassment
- Profanity
- Excessive tardiness, absenteeism, or absence without notice
- Inappropriate use of telephones, mail systems, electronic communications, computers, or any equipment

- Violence or threat of violence, bullying, intimidation, or any disorderly conduct
- Gambling
- Unsatisfactory performance or conduct
- Failure to obtain approval for overtime
- Improper use of Leave. Time or other benefits
- Unauthorized disclosure of confidential information
- Failure to follow any other County rule or policy

Employees who engage in unacceptable or inappropriate behavior are subject to discipline, up to and including termination of employment. Discipline can include verbal warning, written warning, and suspension with or without pay, and termination of employment. The county retains the right to use progressive discipline or not, as it deems appropriate in each instance

7.7 OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they meet the performance standards of their job with the County. Employees must notify their immediate supervisor and the Department Head in writing of any outside employment. All employees are subject to the County scheduling requirements, regardless of any existing outside work requirements. County work schedules will not be adjusted to accommodate non-County work schedules.

If an employee's outside work interferes with his or her performance or ability to meet the requirements of their job as it is modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the County.

7.8 CONFLICTS OF IN TEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Tazewell County wishes the business to operate. The purpose of these guidelines are to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Employees should contact the Human Resources Department and/or Department Head for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain from the employee or for a relative as a result of Tazewell County business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of relationship with outside firms. However, if employees have any influence on transactions involving purchases, contacts, or leases, it is imperative that they disclose to a Department Head as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Tazewell County does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business

dealings involving Tazewell County. Such actions may be grounds for immediate termination. When an employee receives some form of a gratuity, the employee must notify his or her Department Head.

7.9 USE OF COUNTY PROPERTY AND EQUIPMENT

County property should be treated with due care. Economical and careful use of County equipment and supplies will prevent unnecessary operating costs and result in savings, which will ultimately benefit the public. Occasionally, County property will be used by an employee to accomplish County work at home. This requires the approval of the Elected Official or Appointed Department Head in advance. Use of County property or services for personal benefit is prohibited. Employees must immediately notify their supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment, and possible injury to employees or others.

Employees must return all County property immediately upon request or termination of employment. The improper, careless, negligent, destructive, or unsafe use or operation of County equipment can result in disciplinary action, up to and including termination of employment.

7.10 COUNTY VEHICLES

Any employee who drives a County vehicle is expected to treat it with care. Any employee who abuses a County vehicle through lack of care or unsafe or distracted driving will be subjected to disciplinary action up to and including termination. In the event of an accident involving a County vehicle or while on County business, the employee must report all information immediately to their supervisor.

Employees should safely pull off the road and come to a complete stop before dialing, texting, or using any electronic equipment. Distracted driving is considered a serious offense and employees must be aware of their surroundings and their concentration level at all times.

County vehicles are intended to be driven by the assigned employee or agent only of the County. Operations of County vehicles and anyone driving on County business must comply with all applicable motor vehicle laws and regulations, including laws governing cell phone use and use of electronic communications and equipment, and drivers must possess a valid driver's license. There shall be no unauthorized drivers or passengers in County vehicles.

All drivers and passengers in County vehicles are required to wear safety belts. County vehicles may not be driven for private use unless specific arrangements have been made in advance. Illegal drugs, chemicals or cannabis or any cannabis related material or compound are not allowed in a County vehicle at any time and no driver who has been drinking alcohol or is under the influence of alcohol, cannabis or any cannabis related material or compound, drugs, or chemicals is allowed to drive a County vehicle.

The improper, careless, negligent, or unsafe operation of County vehicles, as well as excessive or avoidable traffic and parking violations, loss of license and any other violation of this policy can result in disciplinary action, up to and including termination of employment.

Employees shall immediately report, in writing, all damage to the County vehicles and equipment, and file such reports which contain all known facts surrounding the cause and nature of the damage.

Employees should be aware that County vehicles may have GPS tracking devices and cameras recording driver and passenger activity.

7.11 TELEPHONE

Good telephone habits will give the callers the feeling that we are interested in showing them that we are friendly, helpful, and considerate. Employees should observe the following:

1. Answer the telephone promptly,
2. Give department and name, and
3. Give accurate and careful answers.

Toll calls for personal matters are prohibited.

7.12 WORKSTATIONS

Employees using workstations shall consider the sensitivity of the information that may be accessed and minimize the possibility of unauthorized access. Tazewell County will implement physical and technical safeguards for all workstations to restrict access to authorized users. Appropriate measures include:

1. Restricting physical access to workstations to only authorized personnel.
2. Securing workstations (screen lock or logout) prior to leaving the area to prevent unauthorized access.
3. Never installing unauthorized software on workstations. Software should only be installed by Information Technology unless otherwise authorized.
4. In general, information should not be stored locally on workstations. All sensitive or confidential information must be store on network servers unless otherwise authorized.
5. If workstations will be used to access sensitive or confidential information, ensure that monitors are positioned away from public view. In necessary, install privacy screen filers or other physical barriers to public viewing.
6. The workstation is County property provided for County use, and therefore the employee has no expectation of privacy other than provided by state or federal law.

7.13 SOLICITATION

In order to prevent disruptions in the operation of the County, the following rules will apply to solicitation and distribution of literature on County property. Violations may result in disciplinary action leading to termination of employment.

Outsiders: Persons not employed by the County may not solicit or distribute literature on County property for any purpose at any time, except for bona fide County-related purposes. This prohibition includes survey or questionnaire activity or any form of solicitation or distribution.

Employees of Tazewell County: Employees may not solicit for any purpose during working time. During non-working time such as lunch and break periods, reasonable forms of solicitation and contact between employees is permitted in recognized non-working areas such as an employee break area. Employees may not solicit, distribute or post literature for any purpose during working time, nor the work time of the employee who is being solicited or receiving materials.

7.14 GIFT BAN

The County recognizes that employees may encounter on occasion situations in which gifts or gratuities are offered in connection with their employment from organizations, business concerns, or individuals outside County government. Employees are prohibited from accepting such gifts or gratuities. Should such an occasion arise, the employee shall immediately contact their Elected Official or Appointed Department Head.

The following are items that should never be accepted:

1. Real property, or the use of said property;
2. Tangible or intangible property, or the use of said property;
3. Forgiveness of a debt;
4. Membership dues;
5. Food or refreshments exceeding \$75
6. Money shall not be accepted by any County employee.

A gift does not include:

1. An honorarium;
2. An award, plaque, certification, or other similar personalized gift given in recognition of the recipient's public, civic, charitable, or professional service;
3. Meals costing under \$75;
4. Admissions or similar items provided in relation to approved government business, including but not limited to, education, training, and product familiarization.
5. Any promotional item or items received while working with a total value less than \$75.
6. Travel expenses for a meeting to discuss business
7. Opportunities, benefits, and services that are available on the same conditions for the general public.

7.15 GROOMING

Clothing should always be neat and clean. Employees should dress in good taste and according to the requirements of his/her individual position. Employee's appearance reflects County standards. Employees are restricted to the individual guidelines and expectations of their Elected Official or Department Head in the area of appearance -However, in all cases any clothing or tattoos that express in either pictures or words any of the following are prohibited:

1. Content of a sexual nature;
2. Sexually, racially, religiously, or ethnically offensive sentiments;
3. Sentiments advocating violence or subversion;

4. Gang affiliations, or otherwise tending to incite violence or disruption in the workplace;
5. Other content, which if expressed by other means would violate Tazewell County policies

7.16 PROHIBITED POLITICAL ACTIVITY

Tazewell County employees are encouraged to support their individual political beliefs so long as these opinions are not represented as the official viewpoint of the County.

The County requires that:

1. Employees may not use their positions with the County to promote any specific political action, candidate, or belief.
2. Employees shall not take part in political management or political campaigns during duty or when functioning in an official capacity for the County.
3. Employees or officials shall not solicit- orally or by letter- or be in any other manner concerned in obtaining assessments, contributions, or services for any political party from any employee or the public during work hours or when functioning in an official capacity for the County
4. No campaign material shall be displayed on counters or desks at any time
5. Employees may not use official County or Department letterhead for personal or political correspondence.
6. Supervisory or managerial employees shall not attempt, through any means, to coerce other employees into working for or accepting their political beliefs or candidates.
7. County or Department funds and/or time may not be used for any political purpose.
8. The above shall not restrict the right of employees to hold membership in and support a political party, to vote as they so choose, to express their opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings after work hours. This also does not restrict employees to campaign activity during non-work hours in all areas of political activity.
9. No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation of any benefit in consideration for his or her participation in any prohibited political activity.

7.17 WORKPLACE VIOLENCE POLICY

Tazewell County values its employees and citizens and the County Board affirms its commitment to providing workplaces and facilities that minimize the potential for violence. It is the intent of this policy to ensure that everyone associated with Tazewell County, including employees and the public, never feel threatened by any form of violence. Tazewell County has a zero tolerance policy for violence,

whether by or toward employees.

"Violence" shall include physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It shall also include acts, threats, intentions of harm, destruction towards self, others or property, and may be psychological as well as physical, and the perception thereof.

Disciplinary Action - If it has been determined that an employee is engaging in any form of violence in the workplace or threatening violence in the workplace, the employee shall be terminated immediately. No talk of or joking about violence will be tolerated. Employees should look for multiple warning signs, repeated behavior, or escalation. If an employee is unsure whether the behavior should be viewed as an indicator of violence, he/she should speak with his/her Supervisor or Human Resources. In cases of acts or threats of violence by employees, the County endorses immediate and definitive use of disciplinary process outlined in this document, resulting in termination of said employees. Criminal prosecution will be pursued as appropriate, as well.

The Human Resources Department has overall responsibility for maintaining this policy, administering workplace violence prevention measures, and coordinating post-incident activities. The Human Resources Department will also identify resources that departments may use in developing their training plans and workplace violence measures.

Reporting Workplace Violence - After taking immediate steps necessary to preserve life and safety, employees are responsible for following these procedures:

1. All employees- Dial 911.
2. Advise the 911 Operator of any medical emergencies at the time of the call.
3. The employee who contacts emergency personnel is responsible to also notify their Supervisor of the situation. The Supervisor is responsible for immediately notifying the Department Head and Human Resources.

Documentation - In all situations involving workplace violence, or potential workplace violence, all employees with knowledge of the incident must provide a written statement to their Supervisor.

Copies of the reports must be provided to Human Resources. If the occurrence involves co-workers, the Supervisor and Department Head will determine the appropriate disciplinary action in accordance with the County Personnel Policies and Procedures.

If elected Department Heads or departments under the authority of separate governing boards choose to adopt a different policy, there are expected to provide a copy of it the Human Resources Department.

Managers and supervisors shall make safety one of their highest concerns. When made aware of a real or perceived threat of violence, management shall conduct a thorough investigation, provide support for employees, and take specific actions to help prevent all acts of violence. Management is also responsible for documenting and reporting such incidences to the respective Department Heads.

7.18 SENIORITY

Seniority is the length of continuous full-time service from date of hire.

Seniority should be a determining factor in vacation priority providing it is scheduled prior to department deadlines.

Seniority should be considered, along with other factors, in the event of layoffs, shift changes, and all other personnel actions, when all other things are equal.

Seniority shall be cancelled and the employee's length of service broken if:

- a) The employee resigns,
- b) The employee is discharged,
- c) The employee is absent three days without notice to the Elected Official or Appointed Department Head, or
- d) The employee fails to return from a leave of absence (without just cause) on the prescribed date
- e) Injury off-the-job and inability to return to work within six (6) months unless otherwise provided for by law,
- f) Injury on-the-job and inability to return to work within twelve (12) months unless otherwise provided for by law.

7.19 SUGGESTIONS

Employees who have suggestions for the improvement of County services, improvement of safety, training, or other related plans or programs are encouraged to submit new and original ideas to the Human Resources Department. Such changes shall become effective upon adoption by the Tazewell County Board. New policies adopted shall supersede old policies and shall have the force and effect of law as they apply to the positions covered hereunder.

7.20 IDENTITY PROTECTION POLICY

Tazewell County adopts this Identity Protection Policy to protect social security numbers from unauthorized disclosure in accordance with the Illinois Identity Protection Act, 5 ILCS 179/1 et. seq. All employees of Tazewell County are required to comply with this Identity Protection Policy ("Policy"). For purposes of this policy, only, "employee" shall be defined as any person performing work on behalf of Tazewell County including, but not limited to, full-time, part-time, seasonal, temporary or contractual employees, volunteers, interns, and elected or appointed officials.

Any employee of Tazewell County who has access to social security numbers in the course of performing their duties will be trained to protect the confidentiality of social security numbers and will be trained on the requirements of this Policy. Training will include instructions on the proper handling of information and documents that contain social security numbers from the time of collection through the destruction of the information or documents.

Tazewell County prohibits the following:

- A. Publicly posting or publicly displaying in any manner an individual's social security number;

- B. Printing an individual's social security number on any card required for the individual to access products or services provided by Tazewell County;
- C. Requiring an individual to transmit his or her social security number over the Internet, unless the connection is secure or the social security number is encrypted;
- D. Printing an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the social security number to be on the document to be mailed. Social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the social security number. A social security number that may be permissibly mailed under this Policy may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope, or be visible on an envelope without the envelope having been opened.

In addition, Tazewell County shall not:

- A. Collect, use, or disclose a Social Security number from an individual, unless:
 - (i) required under State or federal law, rules, or regulations, or the collection, use, or disclosure of the social security number is otherwise necessary for the performance of that agency's duties and responsibilities;
 - (ii) the need and purpose for the social security number is documented before collection of the social security number; and
 - (iii) the social security number collected is relevant to the documented need and purpose;
- B. Requiring an individual to use his or her social security number to access an Internet website;
- C. Using the social security number for any purpose other than the purpose for which it was collected.

Social security numbers may be collected, disclosed or used in the following circumstances:

- A. The disclosure of social security numbers to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities, and if disclosing to a contractor or subcontractor, prior to such disclosure, the individual acting on behalf of Tazewell County first receives from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements

imposed under this Policy of protecting an individual's social security number will be achieved;

- B. The disclosure of social security numbers pursuant to a court order, warrant, or subpoena;
- C. The collection, use, or disclosure of social security numbers in order to ensure the safety of: State and local government employees; persons committed to correctional facilities; local jails, and other law enforcement facilities or retention centers; wards of the State; youth in care as defined in Section 4d of the Children and Family Services Act, and all persons working in or visiting a State or local government agency facility;
- D. The collection, use, or disclosure of social security numbers for internal verification or administrative purposes;
- E. The disclosure of social security numbers by a State agency to any entity for the collection of delinquent child support or of any State debt or to a government agency to assist with an investigation or the prevention of fraud;
- F. The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm-Leach-Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or unclaimed property benefit.

Only employees who are required to use or handle information or documents that contain social security numbers are permitted to have access to such information or documents.

When Tazewell County must request an individual provide a social security number, it must be provided in a manner that makes the social security number easy to redact if the record is required to be released as part of a response to a public records request.

When collecting a social security number, or upon request by an individual, Tazewell County will provide a statement of the purpose or purposes for which Tazewell County is collecting and using the social security number provided.

Any individual responding to a Freedom of Information Act request or other request for records, must redact social security numbers from the information or documents before allowing the public inspection or copying of the information or documents.

This Policy does not apply to the collection, use or disclosure of a social security number as required by State or federal law, rule, or regulation.

This Policy does not apply to documents that are recorded with a county recorder or required to be open to the public under any State or federal law, rule or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois. Notwithstanding this section, county recorders must comply with 5 ILCS 179/35.

Tazewell County prohibits the encoding or embedding of a social security number in or on a card or document, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the social security number as required by this Policy.

This Policy must be provided to all department heads and elected officials of Tazewell County within thirty (30) days of approval and employees will be promptly advised of the existence of this Policy and will be provided a copy of this Policy promptly upon approval.

Tazewell County will make a copy of this Policy available to any member of the public, upon request.

If this Policy is amended in the future, a copy will be provided to County Board of Tazewell County, and employees will be promptly advised of the amended Policy and provided with a copy of the Policy.

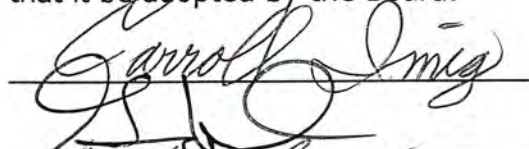
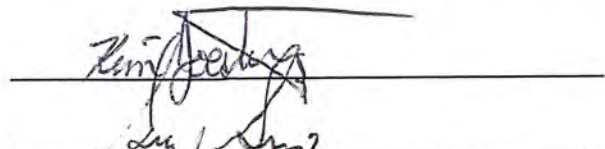
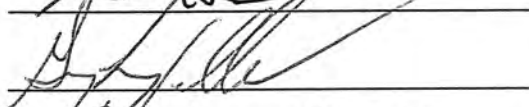
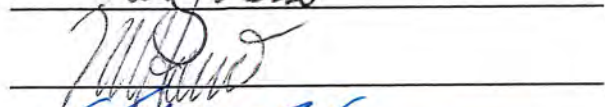
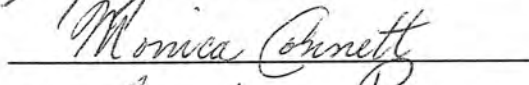

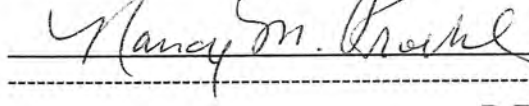
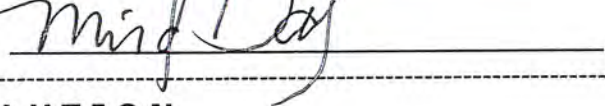
This Policy does not supersede any more restrictive law, rule, or regulation regarding the collection, use or disclosure of social security numbers.

Anyone violating this policy is subject to disciplinary action, up to and including termination of employment and/or criminal prosecution as provided in 5 ILCS 179/45 or any other applicable law.

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 approve a formal acceptance of the resignation of District 2 County Board Member William Hauter as of August 31, 2022.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and declare a vacancy in said position.

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



7/27/2022

Chairman Zimmerman

I am resigning from the Tazewell County Board effective upon your official acceptance.

I have greatly enjoyed my time on the Board, and I have tremendous gratitude for the opportunity I have had to experience local government leadership. As you know, I am running unopposed for State Representative in the 87th Illinois House District. I feel, at this time, it is appropriate that I concentrate on my election, the election of other state Republican candidates and my presumptive role as a state legislator; including studying policy, meeting district leaders and setting up a district office. I also believe it would benefit the county to have my seat filled before the election so that the board can have a member who has a "head start" on the issues and role before taking office next year. There are many upcoming issues with ARPA funds, building projects and wind farm ordinances that will have implications for years, and any new board member should have a say in those decisions.

Frankly, I would not be moving on to Springfield without my brief service on the Tazewell County Board and the friendships of you and many other members who so strongly supported my run for State Representative. Thank you.

With Gratitude,

A handwritten signature in black ink, appearing to read "W. E. Hauter", is written over a faint, larger version of the same signature.

William E Hauter
Tazewell County Board Member
District 2

William E Hauter, M.D.
Citizens For Hauter

105 Forestview Road, Morton, IL 61550
Mobile: (309) 840-0969

email: bill@billhauter.com • website: HauterforRep.com

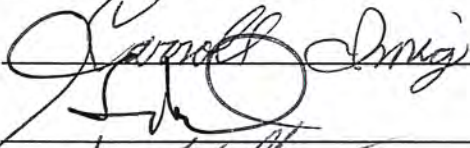
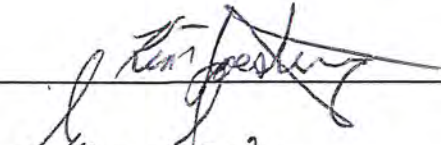
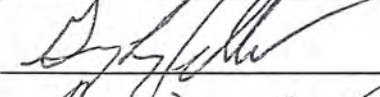
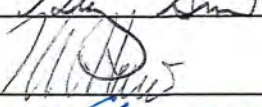

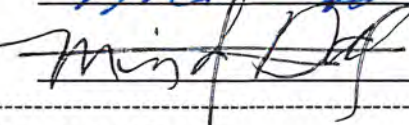


Support - Citizens for Hauter

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:

	
	
Monica McCannett	
Mary M. Peeke	

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve a formal acceptance of the resignation of District 2 County Board Member Mindy Darcy as of August 31, 2022.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and declare a vacancy in said position.

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

August 24, 2022

Chairman David Zimmerman
Tazewell County Board
11 South Fourth Street
Pekin, Illinois 61554

Dear Chairman Zimmerman,

Please accept this letter as my formal notice of resignation from my seat as a Tazewell County Board member representing District 2 effective at the end of the board meeting on August 31, 2022. I am grateful for the four years I have served in this role. The employees and elected officials of this county are committed, hardworking people, and I have been blessed to have worked alongside you all. It has been a honor to represent the people of Tazewell County when debating the challenging and important issues and making the often tough decisions as a member of this board; I will miss it.

I sincerely thank each of you who has invested your time into helping me be the best board member I could be.


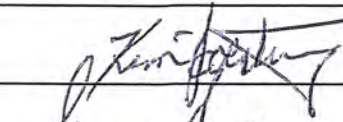
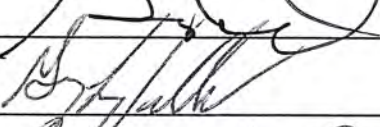
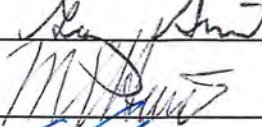
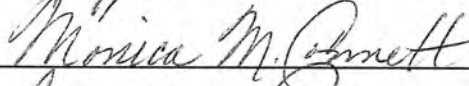

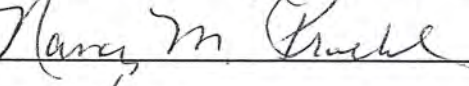
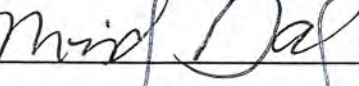


Respectfully submitted,

Mindy Darcy

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to adopt the attached Ordinance fixing the budget and making appropriations for the Heritage Lake Subdivision Special Service Area for the fiscal year ending November 30, 2023.

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 Highway Department, the Treasurer, Attorney Bob Brown and the Auditor of this action.

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ORDINANCE NO. E-22-82

AN ORDINANCE FIXING THE BUDGET
AND MAKING APPROPRIATIONS FOR THE
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA
FOR THE FISCAL YEAR ENDING NOVEMBER 30, 2023

WHEREAS, the Heritage Lake Subdivision Special Service Area (the "SSA") has been created by an ordinance entitled:

"AN ORDINANCE CONCERNING THE ESTABLISHMENT OF HERITAGE LAKE
SUBDIVISION SPECIAL SERVICE AREA, OF THE COUNTY OF TAZEWELL, ILLINOIS"

adopted September 27, 2017, and effective as of September 27, 2017, no petition having been filed opposing the creation of the Special Service Area pursuant to 35 ILCS 200/27-55, as amended by an ordinance entitled:

"AN ORDINANCE AMENDING ORDINANCE NO. E-17-111 CREATING THE
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA, OF THE COUNTY OF
TAZEWELL, ILLINOIS"

adopted October 25, 2017, and effective as of October 25, 2017; and

WHEREAS, the SSA consists of the territory described in the ordinance aforesaid; and

WHEREAS, the County of Tazewell is now authorized to issue bonds and levy taxes for Special Services in said SSA.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Tazewell and State of Illinois as follows:

SECTION 1: That the following Budget containing an estimate of revenues available and expenditures and the appropriations contained therein be and the same hereby is adopted as the Budget and Appropriations of said Heritage Lake Subdivision Special Service Area for this fiscal year; and the following sums of money, or as much thereof as may be authorized by law; is hereby appropriated to defray the necessary expenses and liabilities of the Heritage Lake Subdivision Special Service Area, for its fiscal year ending on November, 30, 2023, for the respective objects and purposes, as hereinafter set forth, namely;

SPECIAL SERVICES

PART 1: ESTIMATED RECEIPTS

Cash on hand	\$ 849,887.63
Taxes to be received in this fiscal year	\$ 415,000.00
Bond Proceeds	\$ 0.00
TOTAL ESTIMATED REVENUES AVAILABLE:	\$ 1,264,887.63

<u>PART 2: ESTIMATED EXPENDITURES</u>	Budgeted	Appropriated
Special Services (Roads, ditches, culverts, etc.)	\$ 0.00	\$ 0.00
Road Maintenance	\$ 508,599.00	\$ 508,599.00
Bond Principal	\$ 159,700.00	\$ 159,700.00
Bond Interest	\$ 114,984.00	\$ 114,984.00
Publication Fees	\$ 0.00	\$ 0.00
Insurance Services	\$ 0.00	\$ 0.00
Legal & Professional Fees	\$ 5,000.00	\$ 5,000.00
Administrative Expenses	\$ 1,000.00	\$ 1,000.00
TOTAL	\$ 789,283.00	\$ 789,283.00

The foregoing appropriations are appropriated from the above revenue sources including the property tax levied upon the taxable property in the Heritage Lake Subdivision Special Service Area.

SECTION 2: All unexpended balance of any item or items of any general appropriation made by this Ordinance may be expended in making up any deficiency in any item or items in the same general appropriation made by this Ordinance.

SECTION 3: If any item or any portion thereof in this Ordinance shall for any reason be held invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Upon motion by Board Member _____, seconded by Board Member _____, adopted by the County Board of the County of Tazewell, Illinois, this 31st day of August, 2022, by roll call vote, as follows:

Voting Aye: _____ Voting Nay: _____ Absent: _____

APPROVED this 31st day of AUGUST, 2022.

ATTEST:

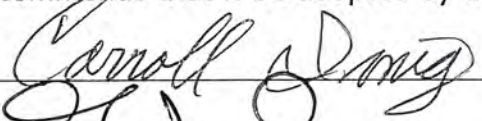
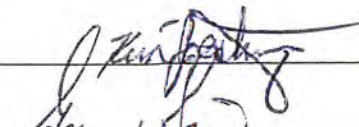
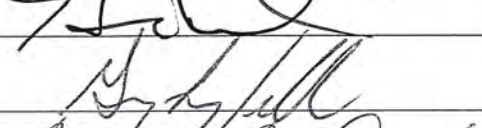
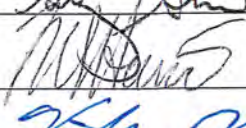
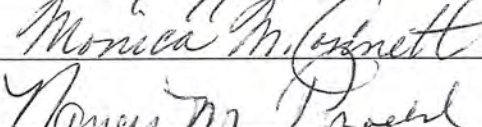
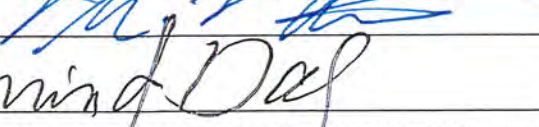
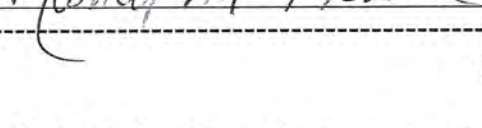
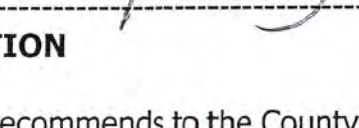
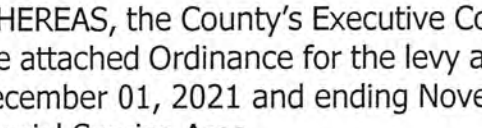
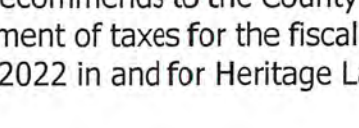
Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to adopt the attached Ordinance for the levy and assessment of taxes for the fiscal year beginning December 01, 2021 and ending November 30, 2022 in and for Heritage Lake Subdivision Special Service Area.

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 Highway Department, the Tazewell County Treasurer, and the Tazewell County Auditor of this action.

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ORDINANCE NO. E-22-83

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING
DECEMBER 1, 2022, AND ENDING NOVEMBER 30, 2023,
IN AND FOR HERITAGE LAKE SUBDIVISION
SPECIAL SERVICE AREA**

BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF TAZEWELL, ILLINOIS, as follows:

SECTION 1: Findings. The **HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA** (the "SSA") has been created by an ordinance entitled:

**"AN ORDINANCE CONCERNING THE ESTABLISHMENT OF
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA, OF
THE COUNTY OF TAZEWELL, ILLINOIS"**

adopted September 27, 2017, and effective as of September 27, 2017, no petition having been filed opposing the creation of the Special Service Area pursuant to 35 ILCS 200/27-55, as amended by an ordinance entitled:

**"AN ORDINANCE AMENDING ORDINANCE NO. E-17-111
CREATING THE HERITAGE LAKE SUBDIVISION SPECIAL
SERVICE AREA, OF THE COUNTY OF TAZEWELL, ILLINOIS"**

adopted October 25, 2017, and effective as of October 25, 2017. The SSA consists of the territory described in the ordinance aforesaid. The County of Tazewell is now authorized to issue bonds and levy taxes for Special Services in said SSA.

SECTION 2: That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in the Heritage Lake Subdivision Special Service Area is ascertained to be the sum of \$1,264,887.63.

SECTION 3: That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939 in the Heritage Lake Subdivision Special Service Area, said tax to be levied for the fiscal year beginning December 1, 2022, and ending November 30, 2023:

	AMOUNT APPROPRIATED	AMOUNT LEVIED
SPECIAL SERVICES	\$ 0.00	\$ 0.00
ROAD MAINTENANCE	\$ 508,599.00	\$ 134,316.00
BOND PRINCIPAL	\$ 159,700.00	\$ 159,700.00

BOND INTEREST	\$ 114,984.00	\$ 114,984.00
LEGAL & PROFESSIONAL SERVICES	\$ 5,000.00	\$ 5,000.00
ADMINISTRATIVE EXPENSES	\$ 1,000.00	\$ 1,000.00
TOTAL APROPRIATION & LEVY	\$ 789,283.00	\$ 415,000.00

SECTION 4: This tax is levied pursuant to Article VII, Sections 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 234/1 *et seq.* and pursuant to an Ordinance Concerning the Establishment of Heritage Lake Subdivision Special Service Area.

SECTION 5: That there is hereby certified to the County Clerk of Tazewell County, Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$415,000.00 which said total amount the said Heritage Lake Subdivision Special Service Area requires to be raised by taxation for the current fiscal year of said County, and the County Clerk, of said County, is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this ordinance.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED THIS _____ day of _____, 2022, pursuant to a roll call vote as follows:

Ayes: _____ Nays: _____

APPROVED by me this _____ day of _____, 2022.

Chairman of County Board


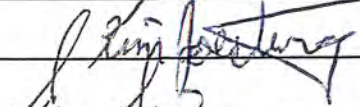
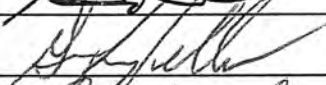
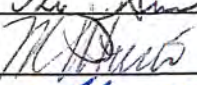
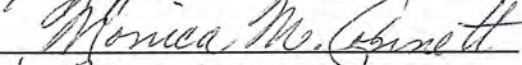

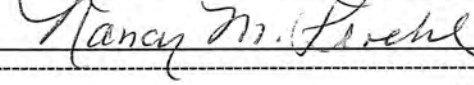
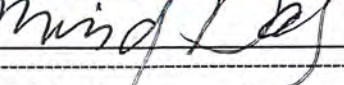
ATTEST:

County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the attached agreement between Tazewell County and BidNet Direct; and

WHEREAS, this agreement will provide the County with web-based solicitation and bidding services by joining The Network.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize the County Administrator to sign and execute the Agreement.

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as “the Agreement”) are the Tazewell County (hereinafter referred to as the “Participating Organization”) and International Data Base Corp., doing business under the trade name BidNet, a legally incorporated body having its principal place of business at 15 British American Boulevard, Latham, New York, 12110 (hereinafter referred to as “BidNet”).

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, Bidnet has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services (hereinafter referred to as “The Network”)

WHEREAS the Participating Organization wishes to join The Network and benefit from the services provided by BidNet;

THE PARTIES AGREE:

1. **Description of Services:** System Membership: The Participating Organization has agreed to join The Network. It is understood that BidNet will provide the Participating Organization with access to The Network.
2. **Term of Agreement:** This Agreement shall become effective on the date of the execution for an initial term of twelve (12) months (the “Initial term”). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.
3. **Payment for Services:**

3.1 Participating Organization Fees:

- 3.1.1. **Subscription Fees:** There will be no subscription fees incurred by the Participating Organization under this Agreement.
- 3.1.2. **Notification to Vendors:** Bidnet will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the USPS mailing to suppliers. Otherwise, notification sent via email, will be at no charge.
- 3.1.3. **Programming Fees:** The Participating Organization agrees to use The Network on an “as is” basis. Any customized work requested by the Participating Organization shall be effectuated through a written addendum executed by both parties.

- 3.1.4. Surplus Auction Fees: Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to BidNet for items sold.
- 3.1.5. Future Enhancements: BidNet reserves the right to offer future services to the Participating Organization which may or may not include service fees.

3.2 Supplier Registration Fees:

- 3.2.1. Basic Service: This option gives registered suppliers access to search for documents of interest for all Participating Organizations actively using The Network at no charge, but requires them to remember to login frequently to ensure they are able to view opportunities before they close. This includes bids, addenda and awards. All suppliers registered on The Network with the Illinois Purchasing Group will also be notified of bid opportunities, addenda and awards that match their company profile by the Participating Organization.
- 3.2.2. Optional Value-Added Service: Suppliers that choose to register for value-added service options will be charged an annual subscription fee. Such as notifications from additional Statewide Organizations outside of the Purchasing group when bids, addenda and awards are posted that matches their profile.
- 3.2.3. Future Enhancements: BidNet reserves the right to offer future services to all registered suppliers which may or may not include separate service fees.

4. Participation Requirements:

- 4.1. **Press Release:** BidNet will draft and distribute a Press Release via national and regional channels, to be approved by the Participating Organization. There is no fee for this service.
- 4.2. **Link:** Participating Organization agrees to add a link from their website to their branded webpage on The Network.
- 5. **Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.
- 6. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
- 7. **Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
- 8. **Governing Law:** This Agreement shall be governed by the laws of the State of Illinois.
- 9. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

- 10. **Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by BidNet in connection of this Agreement, will be the exclusive property of BidNet.
- 11. **Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access to The Network. Sharing of usernames and passwords is strictly prohibited. The Participating Organization also agrees to obtain written consent from BidNet prior to showing demonstrations of The Network to any third party.
- 12. **Warranty:** BidNet shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to BidNet on similar projects.
- 13. **Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

Tazewell County
 11 South 4th Street, Suite 432
 Pekin, Illinois 61554

Name: _____

Title: _____

Date: _____

Signature: _____

BidNet®, a division of
International Data Base Corp.

Name: _____

Title: _____


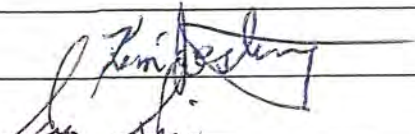
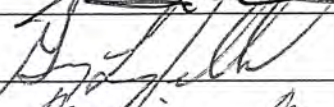
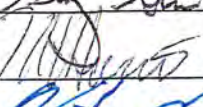


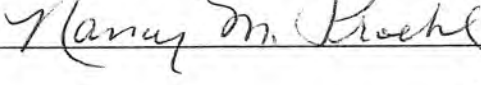
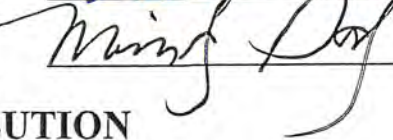
Date: _____

Signature: _____

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, STEWART J. UMHOLTZ, State's Attorney for the County of Tazewell, will be appointed as Circuit Judge in the 10th Judicial District effective September 19, 2022,

WHEREAS, as a result of said appointment on September 19, 2022, STEWART J. UMHOLTZ will make effective his resignation from the Office of State's Attorney of Tazewell County thereby creating a vacancy in the Office of the State's Attorney;

WHEREAS, J. David Zimmerman, County Board Chairman for the County of Tazewell, now appoints KEVIN E. JOHNSON, a citizen of the United States, Tazewell County resident and licensed attorney-at-law to fill said vacancy in the Office of the State's Attorney of Tazewell County;

WHEREAS, said appointment of KEVIN E. JOHNSON as State's Attorney of Tazewell County shall be for a term commencing on September 19, 2022 and expiring on November 30, 2022.

WHEREAS, pursuant to Illinois state statute, said appointment requires consent of the County Board of Tazewell County;

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, all Elected Constitutional County Officers and appointed Department Heads of Tazewell County of this action;

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

BOARD CHAIRMAN

COUNTY CLERK

STATE OF ILLINOIS
SUPREME COURT

At a Term of the Supreme Court, begun and held in Springfield, on Monday, the 9th day of May, 2022.

Present: Anne M. Burke, Chief Justice
Justice Mary Jane Theis
Justice Michael J. Burke
Justice Robert L. Carter
Justice P. Scott Neville, Jr.
Justice David K. Overstreet
Justice Lisa Holder White

M.R.001403

In re: Judicial Vacancy

Order

Pursuant to the authority of section 12, subsection (c) of article VI of the Constitution of this State, the following appointment is made:

Resident Circuit Judge, Tazewell County, Tenth Judicial Circuit

Effective September 19, 2022, and terminating December 5, 2022, Stewart James Umholtz is appointed Resident Circuit Judge of Tazewell County, Tenth Judicial Circuit, to fill the vacancy created by the retirement of the Honorable Paul P. Gilfillan.

Order entered by the Court.



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Court, this 23rd day of August, 2022.

Cynthia A. Grant

Clerk,
Supreme Court of the State of Illinois

FILED

August 23, 2022
SUPREME COURT
CLERK

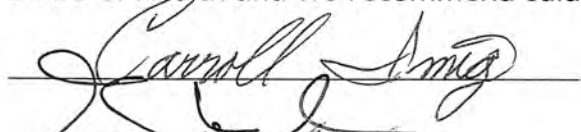
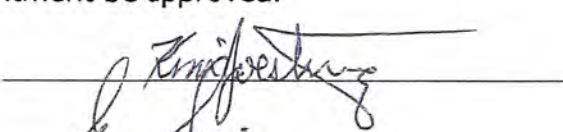
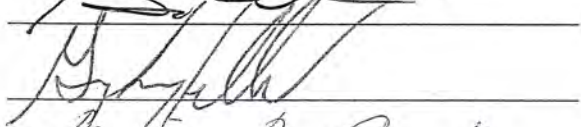
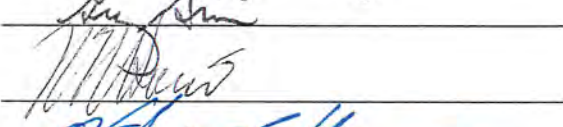
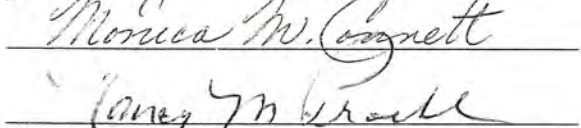
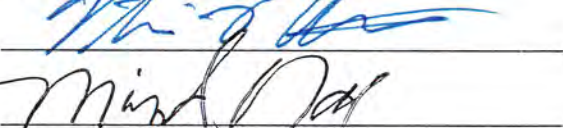


APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Aaron Yoder of 2627 N. Morton Avenue, Morton, IL to the Tazewell County Board of Health for a term commencing July 01, 2022 and expiring June 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Aaron Yoder to the Tazewell County Board of Health and we recommend said appointment be approved.

	
	
	
Monica W. Connett	
	Mindy Day

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Aaron Yoder to the Tazewell County Board of Health.

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

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

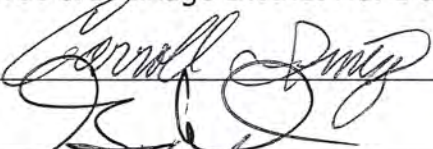
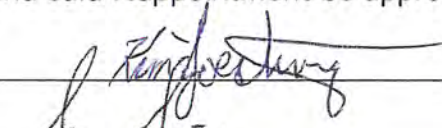
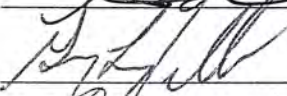
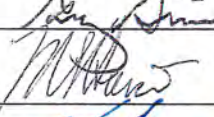


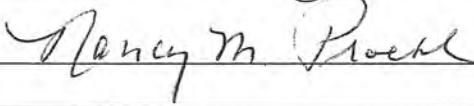
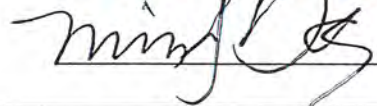
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brian Frank of 7356 Mason Road, Manito, IL 61546, to the Mackinaw River Levee & Drainage District No. 1 for a term commencing September 06, 2022 and expiring September 07, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Brian Frank to the Mackinaw River Levee & Drainage District No. 1 and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Brian Frank to the Mackinaw River Levee & Drainage District No. 1.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Louis Miller of this action.

PASSED THIS 31st DAY OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman


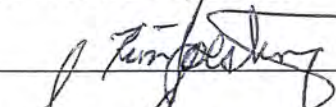

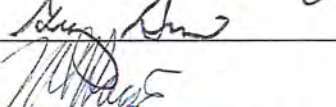
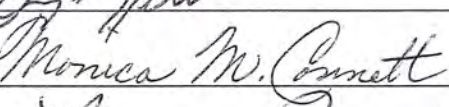
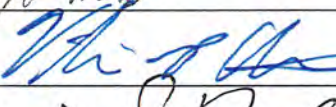
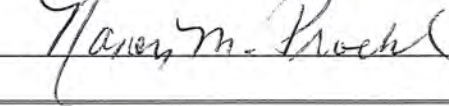
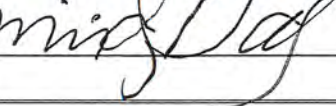
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Darel Knaak of 13538 Cedar Street, Manito, IL 61546 to the Cincinnati Drainage and Levee District for a term commencing September 06, 2022 and expiring September 01, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Darel Knaak to the Cincinnati Drainage and Levee District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Darel Knaak to the Cincinnati Drainage and Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney L. Miller of the Law Offices of Bagley & Miller of this action.

PASSED THIS 31st OF AUGUST, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



In-Place Health Services Committee

Bill Atkins – Chairman
James Carius Community Room
Wednesday, August 31, 2022

- I. Roll Call
- II. New Business
 - HS-22-23 A. Recommend to approve Intergovernmental Agreement for Animal & Rabies Control Services with the Village of Tremont
- III. Unfinished Business
- IV. Recess

Members: Chairman Bill Atkins, Greg Sinn, Wayne Altpeter, Jay Hall, William Hauter, Greg Longfellow, Max Schneider, Sierra Smith



In-Place Property Committee

Greg Longfellow, Chairman
James Carius Community Room
Wednesday, August 31, 2022

I. Roll Call

II. New Business

A. Discussion: ARPA Initiatives Survey Results

P-22-07

B. Recommend to approve Farnsworth Group Task Order for planning of the Tazewell County Health Department building in Pekin

III. Recess

Members: Chairman Greg Longfellow, Michael Harris, Nick Graff, William Hauter, Carroll Imig, Kim Joesting, Tammy Rich-Stimson, Frank Sciortino



Tazewell County Board Calendar of Meetings September 2022

Labor Day Holiday	Monday, September 05	County Offices Closed
Zoning Board of Appeals Duane Lessen, Chair	Wednesday, September 07 5:30pm – JCCR	Altpeter, Connett, Crawford, Hall, Goddard, Imig, Joesting, Smith
Insurance Review David Zimmerman, Chair	Thursday, September 08 3:00pm – Jury Room	Darcy, Hauter, Rich-Stimson
Land Use Kim Joesting, Chair	Tuesday, September 13 5:00pm – Jury Room	Connett, Altpeter, Crawford, Goddard, Hall, Imig, Smith
Health Services Bill Atkins, Chair	Thursday, September 15 5:30pm - TCHD	Sinn, Altpeter, Hall, Hauter, Longfellow, Schneider, Smith
Transportation Greg Menold, Chair	Tuesday, September 20 1:30pm - Tremont	Hall, Connett, Crawford, Goddard, Mingus, Proehl, Schneider
Property Greg Longfellow, Chair	Tuesday, September 20 3:30pm – JCCR	Harris, Graff, Hauter, Imig, Joesting, Rich-Stimson, Sciortino
Finance Nick Graff, Chair	Tuesday, September 20 following Property – JCCR	Darcy, Atkins, Harris, Imig, Menold, Mingus, Proehl, Rich-Stimson, Sciortino, Sinn
Human Resources Mindy Darcy, Chair	Tuesday, September 20 following Finance – JCCR	Proehl, Atkins, Graff, Harris, Imig, Menold, Mingus, Rich-Stimson, Sciortino, Sinn
Risk Management David Zimmerman, Chair	Wednesday, September 21 4:00pm – Jury Room	Harris, Atkins, Connett, Darcy, Graff, Imig, Joesting, Longfellow, Menold, Proehl, Sinn
Executive David Zimmerman, Chair	Wednesday, September 21 following Risk Management	Harris, Atkins, Connett, Darcy, Graff, Imig, Joesting, Longfellow, Menold, Proehl, Sinn
Board of Health Bobbi Mullis, Chair	Monday, September 26 6:30pm - TCHD	Atkins
County Board	Wednesday, September 28 6:00 pm – JCCR	All County Board Members