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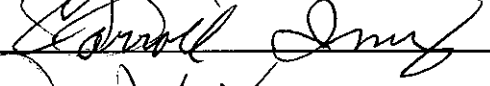
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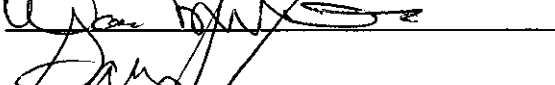
COMMITTEE REPORT
LU-22-04
(Case No. 22-19-A)

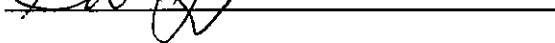
Chairman and Members of the Tazewell County Board:

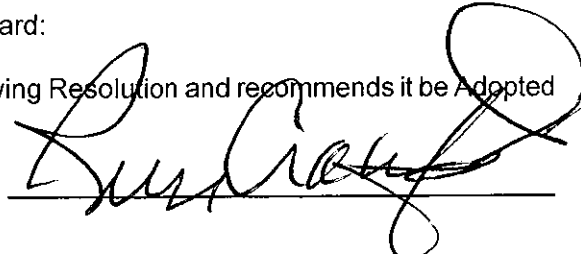
Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

















R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance to amend Title XV, Chapter 153, Wind Energy Code (As adopted September 29, 2004) 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.

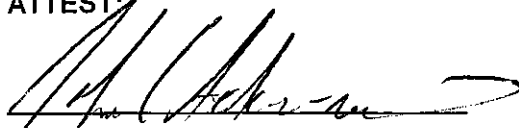
NOW THEREFORE BE IT RESOLVED, that the County Board approve this resolution;

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

Adopted this 27th day of July, 2022.



Tazewell County Board Chairman

ATTEST:


Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV, CHAPTER 153
WIND ENERGY CODE OF TAZEWELL COUNTY**

(Zoning Board Case No. 22-19-A)

WHEREAS, an Amendment to the Tazewell County Wind Energy 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 June 8, 2022, June 9, 2022, June 15, 2022 and June 30, 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, as amended; 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 halt current wind production in Tazewell County nor will it have a long term adverse effect on future wind energy conservation system development in 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 not halt current wind production in Tazewell County nor will it have a long term adverse effect on future wind energy conservation system development in the County. The proposed amendment will not endanger the general welfare of the County, being a temporary measure to ensure future public health and safety are held in the highest regard.

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:

(Add Verbiage as Bolded and Italicized. Remove verbiage as stricken.)

(A) Notwithstanding the foregoing contained in this Ordinance, a moratorium is hereby placed on the issuance of permits for the development, placement, construction, operation or modification of any WECS for a period of ***up to*** six (6) months from the date of this ordinance unless otherwise extended by the County Board. ***This provision is not construed to affect the operation of the Rail Splitter Wind Farm, currently in operation.***

(B) Development of Revised Regulations and/or Standards. During the six (6) month moratorium period, the County will investigate the impact of WECS on the public's health, safety and welfare and determine whether the County's WECS Ordinance should be revised to update the standards and regulations therein to provide appropriate regulations and standards for the development, placement, construction, operation and modification of WECS in the County.

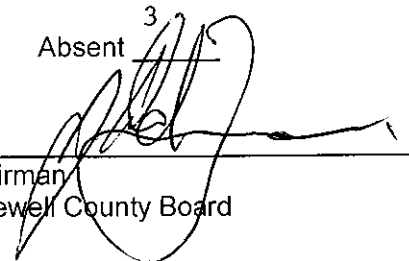
~~(C) All ordinances or parts of ordinances in conflict with these provisions are repealed.~~

~~(D)~~(C) This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

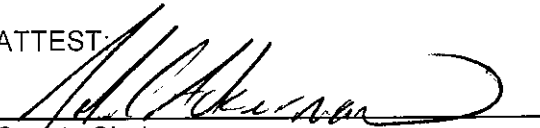
WHEREAS, this amendatory ordinance shall take effect immediately upon passage as provided by law.

PASSED AND ADOPTED this 27th day of July, 2022.

Ayes 18 Nays 0 Absent 3



Chairman
Tazewell County Board

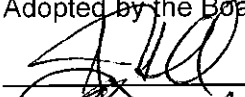
ATTEST:


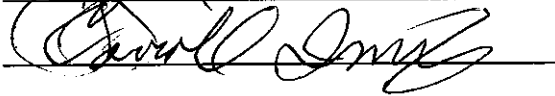
County Clerk
Tazewell County, Illinois

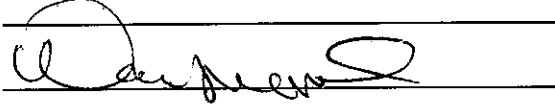
COMMITTEE REPORT
LU-22-06

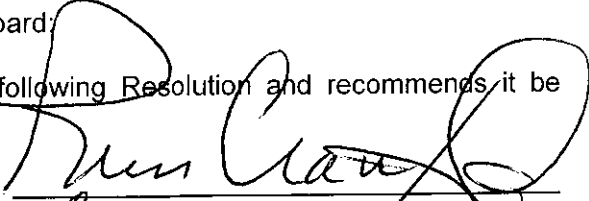
Chairman and Members of the Tazewell County Board:

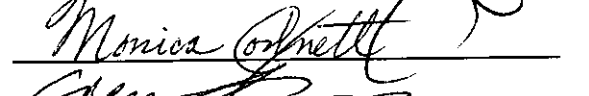
Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

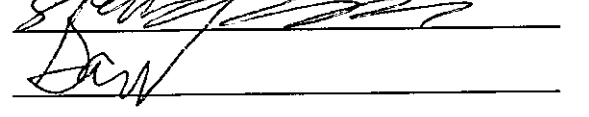












RESOLUTION

WHEREAS, the Tazewell County Land Use Committee has reviewed the recommendation of the Community Development Administrator for an amendment to the Tazewell County Solar Energy Ordinance and recommends to the County Board that the proposed amendment be adopted as follows:

SECTION 1.

(Add Verbiage as Bolded and Italicized. Remove verbiage as stricken.)

§ 156.10 FEES CHARGED FOR BUILDING PERMITS.

The fees for processing the applications for building permits shall be collected by the Community Development Administrator who shall be accountable to the county for such fees as follows:

Over 2,000 kilowatts (kW)	\$5,000 + \$100/kW <i>-\$100 per 100kW or a fraction thereof</i>
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SECTION 2.

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

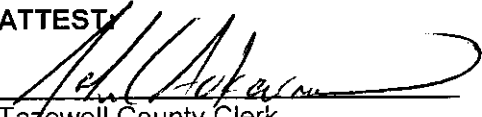
NOW THEREFORE BE IT RESOLVED, that the County Board approve this resolution;

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

Adopted this 27th day of July, 2022.



Tazewell County Board Chairman

ATTEST


Tazewell County Clerk

COMMITTEE REPORT

P-22-04

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:

Carol Ann
By 7 9 2022
Jack Scottino

Sammy R. Johnson

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve sending lease termination notices to the tenants of the Arcade Building; and

WHEREAS, letters were sent to the tenants on March 24, 2022 advising them of the potential demolition of the building; and

WHEREAS, the County Board provides authorization to the County Administrator to send lease termination notices and negotiate vacancy; and

WHEREAS, the intent is to have the offices vacated on or before December 31, 2022 or as otherwise amicably arranged based on contract language.

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 27th DAY OF JULY, 2022.

ATTEST:

[Signature]

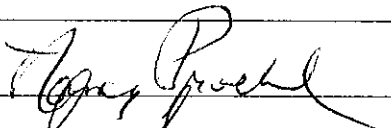
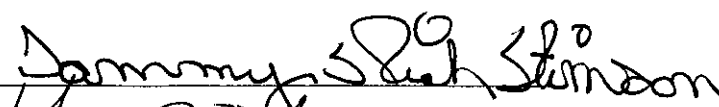


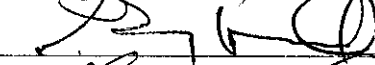
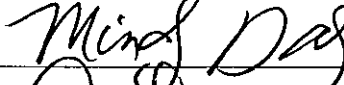

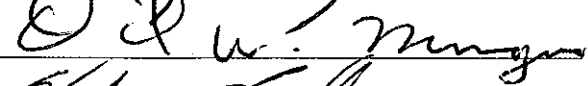

Tazewell County Clerk

[Signature]

Tazewell County Board Chairman

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 Finance Committee recommends to the County Board to approve the attached Master Service Agreement with i3 Broadband for upgraded internet/telephone services; and

WHEREAS, the agreement is for a 36 month term; and

WHEREAS, the original Master Service Agreement was initially approved in July 2017 for a 60 month term; and

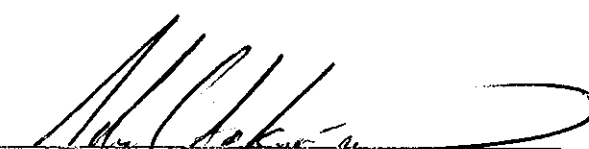
WHEREAS, it has been determined that i3 Broadband is a single source provider in order to have full coverage of all County facilities with the needed speed increases.

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 Network Administrator and the Auditor of this action.

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman



This Master Services Agreement (with its associated Exhibits, SOFs and attachment, the "**Agreement**") is entered into this 21st day of July, 2022, by and between Tazewell County, ("**Customer**") and i3 Broadband, LLC, a Delaware limited liability company d/b/a "**i3 Broadband**" (the "**Company**" with each of Customer and the Company being referred to herein as a "**Party**" and together as the "**Parties**");

1. DEFINITIONS

1.1 Company Equipment means any and all facilities, equipment, or devices provided by the Company or its authorized subcontractors at the Service Location(s) that are used to deliver any of the Services, including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks.

1.2 Company Network means the telecommunications/data communications network and network components owned, operated, or controlled by the Company, including the Company's metropolitan area networks, facilities, and the Company's Equipment at the Service Location(s). The Company Network does not include network equipment not operated or controlled by the Company.

1.3 Company Website means any website owned or operated by the Company including the URL located at <http://www.i3broadband.com>.

1.4 Confidential Information means all information regarding either Party's business which has been marked, or is otherwise communicated, as being "proprietary" or "confidential", or which reasonable business people would consider to be proprietary or confidential to a party. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, this Agreement (but not its existence); all Licensed Software; promotional and marketing materials; proposals; quotes; rate information; discount information; subscriber information; network design, installation, operation and upgrade information and schedules (including, without limitation, information about outages and planned maintenance); invoices; and the parties' communications regarding such items.

1.5 Customer-Provided Equipment means any and/or all facilities, equipment, supplies, Ethernet broadband router, cables, wires, and/or devices supplied by Customer for use in connection with the Services.

1.6 Monthly Recurring Charge(s) or MRC(s) means any and/or all monthly recurring fees and charges that are identified in the "Monthly Total" on an SOF, including (if identified), without limitation, charges associated with the Services or the use of the Company Equipment, set-up or activation fees, re-activation fees, minimum fees, technical support, maintenance and repair, and applicable federal, state, and local taxes, fees, surcharges and recoupment's (however designated).

1.7 Non-Recurring Charge(s) or NRC(s) means any and/or all one-time-only fees and charges associated with the establishment, provisioning, calibration, and/or installation of Services as identified in an SOFs.

1.8 Service(s) means any and/or all service(s) set forth in an SOF.

1.9 Service Commencement Date means the date(s) on which the Company first makes available Service(s) for use by Customer, as set forth in a Notice of Availability.

1.10 Service Order Form(s) or SOF means a request by Customer in the form of Exhibit A hereto for the Company to provide Services to a Service Location(s) identified by Customer on such SOF.

1.11 Service Location(s) means the Customer location(s) where the Company provides Services.

1.12 Service Term means the duration of time (commencing on the Service Commencement Date and including any Service Renewal Term) Customer receives Services, as specified in an SOF, and renewals thereof.

1.13 Taxes means any and all federal, state, and/or local taxes (including any taxes that may be characterized as fees, tariffs, charges, surcharges, etc.) that may be levied or assessed upon the Company Equipment or Services provided to Customer.

1.14 Termination Charge means the MRCs (plus all other applicable fees, charges, and other amounts incurred by Customer) that would have been payable by Customer to the Company if the Services described in the applicable SOF(s) had been provided by the Company to Customer until the end of the full Service Term described in the SOF.

2. TERM

2.1 Commencement This Agreement shall be effective on the date it is executed by the Parties and shall continue, unless earlier terminated properly under the terms hereof, until the termination of the last effective Service Order Form entered into under or pursuant to this Agreement. The Service Term of each SOF shall commence on the Service Commencement Date set forth in such SOF and shall continue, unless earlier terminated under the terms hereof, until at the end of the Service Term specified in such SOF (the "**Initial Service Term**") *provided that* (i) each Service Term shall automatically renew for another Service Term of equal length as the Initial Service Term (each, a "**Renewal Service Term**") unless Customer provides at least thirty (30) days' advance, written notice of its intent to terminate the Service at the end of the then-effective Initial or Renewal Service Term; and (ii) if an extension of a Service provided hereunder (the "**First Service**") is required to allow the Company to provide another Service during its then-effective Service Term, the term of the First Service shall be continued until the termination of the SOF applicable to such other service.

2.2 Termination by Customer Prior to Service Commencement If Customer delivers a notice of its desire to terminate this Agreement, for reason other than the Company's material default hereunder, prior to the Service Commencement Date, (a) the Company shall retain any fees, charges, or other amounts paid to the Company by customer prior to such termination; (b) Customer shall return any Company Equipment in its possession at that time; and (c) Customer shall reimburse or pay the Company (i) any and all costs and/or expenses incurred or owed by the Company in connection with Customer's ordering the Services and (ii) a termination fee equal three months' MRC.

2.3 Termination for Breach or Default (a) If Customer is in breach or default of any term or obligation under this Agreement (i) due to a failure to pay any amount that is both due to the Company hereunder and not the subject of a good faith dispute pursuant to Section 4.9 hereof, and fails to cure such breach within five (5) days of the due date for such payment, or (ii) due to another default hereunder, and fails to cure such default within thirty (30) days after Customer's receipt of a notice of default, Customer shall (1) pay the Company all accrued amounts due prior to Customer's breach within thirty (30) days, and (2) return any the Company Equipment in its possession at that time; and the Company may, in its discretion (v) terminate this Agreement and require Customer to pay the applicable Termination Charges within thirty (30) days thereafter; (w) terminate or suspend Service under some or all of any outstanding Service Order Form(s); (x) require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Order Form(s) as a condition of continuing to provide Services to Customer; (y) require Customer to pay all of the Company reasonable attorneys' fees, court costs, and collection costs; and/or (z) seek any other recourse or remedy available to the Company under this Agreement, or at law or equity.

(b) Subject to the limitations set forth in Section 6 hereunder, if the Company is in material breach or default of any term or obligation under this Agreement and fails to cure such breach within thirty (30) days after the Company's receipt of Customer's written notice of default, Customer may terminate this Agreement and shall return any the Company Equipment in its possession at that time, and the Company shall promptly refund to Customer the amount equal to the MRC paid for such month in which the Company's breach occurred, subject to proration as of the date of such breach.

2.4 Effect of Expiration or Termination of the Agreement or a Service Order Form(s). Upon

the expiration or termination of a Service Order Form for any reason: (i) the Company may, at its discretion, disconnect/terminate the applicable Service to Customer; (ii) the Company may delete all applicable data, files, electronic messages, voicemail or other information that may be stored on the Company's servers, equipment, or systems; and (iii) Customer shall permit the Company access to all Service Locations to allow it to retrieve any and all the Company Equipment. If Customer fails to secure such access, or if the retrieved the Company Equipment has been damaged and/or destroyed other than by the Company or its agents, normal wear and tear excepted, the Company may invoice Customer the replacement cost of the relevant the Company Equipment or, in the event of minor damage to the retrieved the Company Equipment, the cost of repair, which amounts shall be immediately due and payable.

3. SERVICES, EQUIPMENT, AND INSTALLATION

3.1 Orders Customer shall request Service by submitting to the Company a properly completed Service Order Form either (i) in writing to one of the Company's Customer's Service Locations; or (ii) if available, through the Company's electronic order processing system designated for such purpose. A SOF shall become binding on the Parties only when the Company accepts the SOF by delivering written notice to the Customer. By executing a SOF, Customer represents and warrants that: (a) Customer has all necessary authorizations and permissions from the legal owner(s) of the Service Location(s) noted in the SOF to use such Service Location(s) and to make any changes or modifications to the interior and/or exterior of such locations necessary to install the Company Equipment and receive the Services; (b) Customer is legally authorized to purchase, receive and use the Services and the Company Equipment (if applicable) at the Service Location; (c) Customer is fully authorized to enter into and perform and fulfill its obligations under this Agreement; and (d) that the information Customer supplies to the Company in or in connection with the SOF is correct, accurate and complete in all material respects. A single SOF containing multiple Service Locations or Services may have multiple Service Commencement Dates; provided, however, that any discrepancy or disagreement between the Parties concerning a Service's or SOF's termination date shall then be the latest date among those stated in the relevant Service Order Form(s).

4. CHARGES, BILLING, AND PAYMENT

4.1 Nonrecurring Charges NRCs shall be billed to Customer and shall be paid by Customer upon execution of the Service Order Form triggering the NRC.

4.2 Monthly Recurring Charges Billing of MRC or Service(s) shall begin on the Service Commencement Date. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a prorated charge for the Services, from the date of installation to the first day of the new billing period. For all later periods, Customer shall be billed the MRC in advance on a monthly basis for Services to be rendered. Customer agrees to pay in full in United States currency all MRCs for Services within twenty eight (28) days of the date of the invoice for such MRC. Customer's failure to pay all MRCs due and owing within thirty (30) days of the date of such invoice shall be deemed to constitute a material default under this Agreement

4.3 Right to Increase Monthly Recurring Charges The Company may increase the MRC for any Service effective upon the end of such Service's Initial or Renewal Service Term provided that the Company gives Customer written or electronic notice of such proposed increase at least sixty (60) days prior to the end of the then-applicable Service Term, and provided further that the Customer shall have the right to terminate the Agreement or the Service Order Form subject to the MRC increase at least thirty (30) days prior to the end of the then current Service Term. as set forth in Section 2.1 hereof.

4.4 Third-Party Charges If the Company shall determine, during the installation or provision of Services, that services of a third-party are required to provide Services to Customer (such as, without limitation, a third party's data transport services), it shall advise the Customer of such need and, unless the Customer objects in writing, the Company shall pass through to and charge the Customer for any third-party service charges separate and apart from the NRC or MRC charged by the Company. Customer agrees that all such charges and fees, including all applicable taxes, are Customer's sole responsibility.

4.5 Other Charges All charges, costs and fees incurred by the Company in providing Services to Customer, other than NRC, MRC and third-party charges, shall be billed to Customer monthly in arrears. Customer shall make timely payment to the Company for all invoiced amounts within thirty (30) days from the date of the billing invoice.

4.6 Late Payments Any undisputed payment not made when due shall incur interest equal to the greater of one and one-half percent (1.5%) per month, or the greatest interest rate allowed by law, until paid in full. Such interest shall be computed and compounded daily on any unpaid and past due charges, beginning on the due date until the invoiced amount is paid in full. If Customer's account is delinquent, Customer authorizes the Company to charge Customer's credit card on record for the amount due, plus any interest due thereon. The Company may also refer any past due account to a collection agency or attorney that may pursue collection of the past due amount and/or any Company Equipment that Customer fails to return in accordance with this Agreement. If the Company uses the services of a collection agency or attorney to collect any amount owed by Customer or any unreturned the Company Equipment, Customer agrees to pay all costs of collection or other action, including reasonable attorneys' fees and court costs. At the Company's discretion, the Company may require Customer to pay a reactivation fee to reestablish Services to Customer's account that was suspended for any payment delinquency, rejected payment, unauthorized use of

Service(s), or any other default by Customer under this Agreement.

4.7 Partial Payments Partial payment of any billing invoice will be applied to the Customer's outstanding charges in the amounts and proportions as determined by the Company in its discretion. Acceptance of partial payment(s) by the Company shall not constitute a waiver of any rights to collect the full balance owed under this Agreement.

4.8 Credit Approval and Deposits Initial and ongoing delivery of Services may be subject to the Company's credit approval and the Company may deny to provide Service based upon an unsatisfactory credit history of Customer, as determined by the Company in its discretion. Customer shall provide the Company with credit information requested by the Company. Customer authorizes the Company or the Company's agent to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to the Company will be true, complete, and correct in all material respects.

4.9 Taxes and Fees Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated), including those that are applicable retroactively.

4.10 Billing Disputes If Customer disputes any portion of a billing invoice, Customer shall timely pay the undisputed portion of the invoice and, within thirty (30) days from the invoice date, provide the Company with a written claim, clearly articulating the disputed amount and Customer's reason for disputing the invoice, including all documentation substantiating Customer's claim. All disputes not presented to the Company, with all available substantiating material, within thirty (30) of the date of the disputed invoice shall be deemed waived. The Parties shall negotiate in a good-faith attempt to resolve billing disputes. In the event the Parties fail to mutually resolve a billing dispute within sixty (60) days after a time-filed written billing dispute is received by the Company, the parties may pursue their remedies through judicial proceedings. The cost and fees associated with such proceeding, including the other Party's legal fees, shall be paid by the Party who's claimed amount due is numerically farthest away from the amount determined to be due and owing by the relevant court. Any disputed amounts that are not timely received when due and are determined as valid charges to Customer shall be subject to the Late Fee, as set forth hereunder.

4.11 Rejected Payments Customer will be assessed a service charge of the greater of \$25.00 or the maximum amount permitted by law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

4.12 Company's Right of Offset If Customer defaults on any payment obligation owed to the Company under this Agreement and the Company has funds or credits that are owed to Customer, the Company may offset that which it is owed by first applying such funds or credit to the full balance owed by Customer.

4.13 Change of Billing Information Customer agrees to promptly notify the Company in writing whenever Customer's billing information changes

5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

5.1 LIMITATION OF LIABILITY THE REMEDIES FOR ANY FAILURE OF THE COMPANY'S SERVICES, EQUIPMENT, NETWORK AND/OR LICENSED SOFTWARE TO SATISFY THE TERMS AND CONDITIONS SET FORTH HEREIN ARE EXCLUSIVELY AS EXPLICITLY STATED HEREIN, AND SUCH REMEDIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR BREACHES OF THE CONFIDENTIALITY REQUIREMENTS HEREIN, NEITHER PARTY NOR ANY OF THEIR OFFICERS, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, OR AGENTS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, USE, BUSINESS, OR PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED TO THE COMPANY FOR SERVICES, COMPANY EQUIPMENT, LICENSED SOFTWARE (IF ANY), TERMINATION CHARGES, NRCs, OR MRCs. THE AGGREGATE LIABILITY OF THE COMPANY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS, SERVICE DISRUPTIONS, LOSSES, INJURY, DAMAGES, AND CAUSES ("DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO THE COMPANY DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED.

5.2 WAIVER OF LIABILITY NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, (a) IN NO EVENT SHALL THE ANY PERSON OR ENTITY CLAIMED TO BE AFFILIATED OR ASSOCIATED WITH THE COMPANY, INCLUDING, WITHOUT LIMITATION, THE COMPANY'S PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS, BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATED OR ASSOCIATED PARTIES, INCLUDING, WITHOUT LIMITATION, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SUPPLIERS, CONTRACTORS, AGENTS AND/OR LICENSORS, BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, ANY EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER OR THIRD-PARTY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

5.3 ROBOCALL MITIGATION

Customer shall only use its assigned telephone number when initiating any calls using i3's service. Customer agrees that it will not provide altered, deceptive, or false information about the identity of the sender or the origin of a message or phone call originated using i3's service and will not violate any applicable local, state, or federal laws and regulations using i3's service.

Customers shall not use i3's service to originate illegal robocalls or any messages in contravention to applicable local, state, or federal laws and regulations. Customer understands that if i3 reasonably determines that Customer is originating illegal calls or messages, including robocalls, i3 may take any and all actions available to it pursuant to the rules and orders of the Federal Communications Commission and these Terms of Service to investigate and, if applicable, block illegal traffic. If, upon notice by i3, Customer does not cease suspected origination of illegal robocalls using i3's service, Customer understands that i3 may take additional actions and seeking additional remedies available to it under local, state or federal laws and regulations, including, without limitation, suspending and/or terminating services to Customer.

6. INDEMNIFICATION

6.1 Indemnification by Customer Customer shall indemnify, defend, and hold harmless the Company, its parents, subsidiaries, affiliates, officers, directors, employees and agents from and against any and all claims, losses, costs, expenses (including attorneys' fees), injuries, demands, damages, actions, suits, and / or proceedings, whether civil, criminal, administrative, or investigative, brought by a third party (collectively, "Claims") related to or arising out of: (i) Customer's negligent and intentional acts or inactions; (ii) Claims asserted by the property owner of the Service Location(s) other than those resulting solely the Company's performing work without reasonable care; (iii) Customer's use of Services, Company Equipment, and/or Licensed Software, either alone or in connection with other services, equipment or software; (iv) Customer's breach of any term, condition, representation, warranty, duty, and/or obligations in this Agreement; (v) any libel or slander by Customer; and/or (vi) infringement by Customer of a patent, copyright, trademark, trade name, service mark or other intellectual property right of a third party through Customer's use of Service. The Company shall undertake to notify Customer as promptly as reasonably practicable of any such Claim, and to reasonably cooperate with Customer to facilitate the defense or settlement of such Claims. Customer shall have the right to control the defense or prosecution of any claim in connection with this indemnification but may not settle such Claims without the Company's consent unless the Company is fully released from any and all claims and liabilities as a result of such settlement. If Customer fails promptly to assume the defense or prosecution of a Claim after receipt of such notice, the Company shall have the right to undertake and assume the defense or prosecution of such Claim at Customer's expense.

6.2 Indemnification by the Company Subject to the limitations set forth under Section 5 hereof, the Company shall indemnify, defend, and hold harmless Customer, its parents, subsidiaries, affiliates, officers, directors, employees or agents from and against any and all claims, losses, costs, expenses (including attorneys' fees), injuries, demands, damages, actions, suits and / or proceedings, whether civil, criminal, administrative, or investigative (collectively, "Claims") related to or arising out of: (i) damage to tangible personal property or real property, and personal injuries (including death) resulting directly from the Company's gross negligence or willful misconduct installing Company Equipment or providing Services at Customer's Service Location(s); (ii) the Company's material breach of any term, condition, representation, warranty, duty, and/or obligations in the Agreement; and/or (iii) infringement of a patent or copyright, trademark, trade name, service mark or other intellectual property right of a third party resulting solely from the Company's providing Services other than Claims arising from a modification of such Service, Equipment or software by Customer, or Customer's use of such Equipment or software in conjunction or combination with any other equipment, software or service. Customer shall notify the Company as promptly as reasonably practicable of any such Claim, and to reasonably cooperate with the Company to facilitate the defense or settlement of such Claims. The Company shall have the right to control the defense or prosecution of any claim in connection with this indemnification but may not settle such Claims without Customer's consent unless Customer is fully released from any and all claims and liabilities as a result of such settlement. If the Company fails promptly to assume the defense or prosecution of a Claim after receipt of such notice, Customer shall have the right to undertake and assume the defense or prosecution of such Claim at the Company's expense.

7. CONFIDENTIAL INFORMATION AND PRIVACY

7.1 Disclosure and Use All Confidential Information shall be kept by the Party receiving the Confidential Information (the "**Receiving Party**") in strict confidence and shall not be disclosed to any third party without the express written consent of the Party disclosing the Confidential Information (the "**Disclosing Party**"). Notwithstanding the foregoing, such Confidential Information may be disclosed: (A) to the Receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using Services, rendering Services, and marketing related products and services (provided that in all cases the Receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement.

7.2 Exceptions Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) can be shown by the Receiving Party to have already been known to the Receiving Party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; (iv) is developed independently by the Receiving Party without use of the Disclosing Party's Confidential Information; or (v) is required to be disclosed by law or regulation.

7.3 Monitoring The Company shall have not have any obligation to monitor usage of Services made in connection with this Agreement; provided, however, that Customer acknowledges and agrees that the Company shall have the right to monitor any usage from time to time and to use and disclose such usage data and information in accordance with this Agreement, as required by law or government request, and as is appropriate to allow the Company to properly administer and maintain the Company Network.

8. MISCELLANEOUS TERMS

8.1 Force Majeure Notwithstanding any other provision herein or in an SOF neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as, without limitation, acts of God, fire, explosion, power blackout, cable cut, acts of terrorism or war, epidemic, acts of regulatory, utility, or governmental agencies, unavailability of rights of way, spectrum interference, electrical storms, electromagnetic interference caused by the Sun or other sources, heavy precipitation, excessive weather conditions, unavailability of services or materials upon which the Services rely, or other causes beyond the nonperforming Party's reasonable control; provided, however that, except as otherwise provided in this Agreement, Customer's obligation to pay for Services provided shall not be excused or delayed by any act of force majeure or for any other reason.

8.2 Assignment and Transfer Customer is strictly prohibited from assigning any right, obligation, interest or duty hereunder or herein, in whole or in part, without the prior written consent of the Company, which consent shall not be unreasonably withheld provided that the Company may decline to approve an assignment if it determines, in its discretion, that the assignee is not capable of performing Customer's obligations hereunder; and provided further that, Customer may assign its future rights, obligations and duties hereunder (i) to an entity controlling, controlled by or under common control with Customer, and (ii) in connection with a sale of Customer or substantially all of Customer's assets or business to a third party on condition that Customer shall remain liable for such assignee's performance of Customer's duties and obligations hereunder for the remainder of the then-applicable Service Term. The Company may assign its rights and obligations hereunder to any party or entity without Customer's consent. All obligations and duties of Customer under this Agreement shall be binding on all successors in interest and assigns.

8.3 Notices Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing (unless electronic notice is expressly permitted herein) and delivered via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested (i) to Customer when sent to the billing address last given to the Company by Customer, and (ii) to the Company when sent to 602 High Point Lane, East Peoria, IL 61611, Attn: Customer Service Department, or such other address as is later provided in writing by the Company to Customer. Each Party shall notify the other Party in writing of any change in the first Party's mailing address. All such notices shall be deemed given and effective on (i) the day after such notice is sent via electronic delivery (where permitted hereunder) or overnight courier service, or (ii) three days after such notice is sent via U.S. Certified Mail.

8.4 Entire Understanding This Agreement between Customer and the Company constitutes the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. If there is a conflict between a Service Order Form(s) and or this MSA, the Service Order Form(s) shall control. No modifications, amendments, supplements to, or waivers of this Agreement shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

8.5 Construction/Severability In the event any section or portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder

of this Agreement shall remain in full force and effect.

8.6 Survival The enforceability and effectiveness of Sections 1, 5, 6 and 7 hereof shall survive termination or expiration of this Agreement or any Service Order Form.

8.7 Governing Law and Venue The domestic law of the State in which the Service is provided, or the laws of the State of Illinois, in the Company's sole discretion, shall govern the construction, interpretation, and performance of this Agreement, without regard to such State law's provisions for resolving conflicts of laws. Any litigation or dispute related to this Agreement will be brought in either state or federal courts located in Peoria County, IL and Customer hereby irrevocably consents to personal jurisdiction of such courts for such purpose, all without waiving any right to remove to federal court in the same county. No Party will make a motion to dismiss or transfer any case filed in accordance with this subsection on the basis of improper venue, personal jurisdiction, or for the convenience of any Party or witness.

8.8 No Waiver No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).


8.9 No Agency Neither Party is an agent, representative, or partner of the other Party. This Agreement shall not be interpreted or construed to create any association, agency, joint venture, or partnership between the Parties.

8.10 Article Headings and Pronouns The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. The singular form denotes the plural and the masculine form denotes the feminine or neuter wherever appropriate.

IN WITNESS WHEREOF, the Company and Customer agree to the terms and conditions of this Agreement on the date first above written.


THE COMPANY

i3 Broadband, LLC
602 High Point Lane
East Peoria, IL 61611
support@i3broadband.com

By: 
Name: JEANNIE K. OSBORN
Its: Sales Executive
Date: 8/1/22

CUSTOMER

Tazewell County
Address: 11 S 4th ST
City, State, Zip: Pekin, IL 61554
Email: shizey@tazewell.com

By: 
Name: J. David Zimmerman
Its: County Board Chairman
Date: 07-29-22



Sales Person: Jeannie Osborn
 Sales Person Phone: 309-670-0542
 Sales Person E-mail: jeannie.osborn@i3broadband.net
 Sales Person Fax: 309-689-1897

Service Order Form

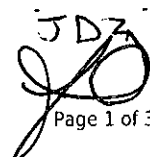
Company Information

Company Name:	Tazewell County	State Registration / Business Type:	IL Municipality
Account Address:	11 S 4th ST Pekin, IL, 61554	White Pages Name / Category:	Tazewell County Government
Term Length (months):	36	Quote date	21 July 2022
		Quote expiration	30 days

Contact Information

Type	Name	Phone(s)	Email Address	Contact for:
Primary	Scott Hizay	Work Phone: 3094785850 Cell Phone: 3092412071	shizey@tazewell.com	
Primary	Jeff Young	Work Phone: 3094785849	HelpDesk@tazewell.com	
Primary	Mike Deluhery		mdeluhery@tazewell-il.gov	Email Bills Support Ticket Emails Billing Ticket Emails
Billing	Sue Beeney	Work Phone: 3094785703	sbeeney@tazewell.com	
Billing	Sherrri Dierker	Work Phone: 3094772237	shoyle@tazewell.com	
Other	Craige Peters	Work Phone: 3094772237	cpeters@tazewell.com	

Location	Quantity	Service	Each	Per Month	One-Time Charge
Fiber Internet					
101 S Capitol ST	1	1000Mbps / 1000Mbps	Upgrade	\$599.99	\$599.99
21306 Illinois Route 9	1	100Mbps / 100Mbps	Existing	\$99.99	\$99.99
11 S 4th ST	1	100Mbps / 100Mbps	Existing	\$99.99	\$99.99
			TOTAL	\$799.97	\$0.00
Static IP Addresses					
101 S Capitol ST	1	/27 - 32 addresses (29 usable)	Existing	\$44.99	\$44.99
21306 Illinois Route 9	1	/30 - 4 addresses (1 usable)	Existing	\$14.99	\$14.99
			TOTAL	\$59.98	\$0.00
Video					
			TOTAL	\$0.00	\$0.00
Direct Inward Dial (DIDs)					
	776	Direct Inward Dial (DIDs) (first 20 free)	Existing	\$1.00	\$756.00
	1	800 Number (1 porting & 0 new)		\$4.95	\$4.95
			TOTAL	\$760.95	\$0.00
SIP Trunk					
	60	Business i3 Unlimited US/Canada	Existing	\$29.99	\$1,799.40
			TOTAL	\$1,799.40	\$0.00
TLS					
21306 Illinois Route 9	1	TLS 1000/1000	Upgrade	\$599.99	\$599.99
101 S Capitol ST	1	TLS 1000/1000	Upgrade	\$599.99	\$599.99
17 S Capitol ST	1	TLS 25/25	Upgrade	\$99.99	\$99.99
			TOTAL	\$1,299.97	\$0.00
Monthly Billing					
** E-Mail Bill				\$0.00	\$0.00
Paper Billing				\$5.00	


 Page 1 of 3

Location	Quantity	Service	Each	Per Month	One-Time Charge
			TOTAL	\$0.00	\$0.00
Payment Type					
ACH from Checking or Savings account			\$0.00	-	-
Credit Card (Charge is per transaction)			\$2.50	-	-
** No Autopay			\$5.00	\$5.00	-
			TOTAL	\$5.00	\$0.00
Notes					
Upgrading some of customers Internet connections and some TLS connections as stated on this SOF. All other services stay the same.					
Regular Monthly Total (Untaxed)				\$4,725.27	
One Time Charges (Untaxed)				\$0.00	
First Month's Total (Untaxed)				\$4,725.27	

JDZ


Routing Information

800 Number Routing

1 Quantity of Porting Numbers
 Quantity of New Numbers

Hunt Group

Number Port

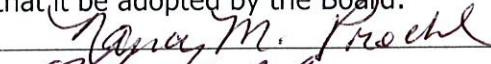
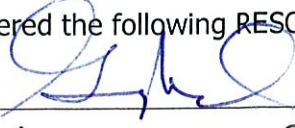





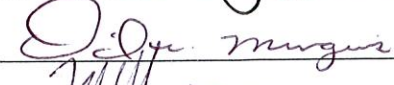


Line Type

Plan Type

Notes

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 the salary for the office of the County full-time Chief Public Defender; and

WHEREAS, 55 ILCS 5/3-4007 requires that counties employing a full-time public defender set the annual compensation of said full-time Public Defender in an amount at least 90% of the annual compensation set for the County's State's Attorney; and

WHEREAS, the County of Tazewell employs a full-time Public Defender; and

WHEREAS the compensation for the office of State's Attorney received a cost of living increase effective July 01, 2022; and

WHEREAS, the County Board must set the annual compensation of the Public Defender in an amount at least 90% of the annual compensation set for the State's Attorney; and

WHEREAS, effective July 01, 2022, the annual compensation of the County's full-time Public Defender position shall be set at \$169,878.39, an amount 90% of the annual compensation set for the State's Attorney as of July 01, 2022.

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

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

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Human Resources Committee recognizes that the availability of wellness and preventative health benefits is on the rise in health insurance plans and can be effective with regard to early detection of diseases and chronic illness management; and

WHEREAS, the County has offered an annual Health Fair since 2008, during which employees can participate in a variety of preventative health programs and evaluations; and

WHEREAS, the 2022 Health Fair is scheduled for September 13th, September 14th and September 15th to be held at UnityPoint Health - Pekin; and

WHEREAS, employees qualifying for and purchasing the employee health benefit who participate in a county sponsored Health Risk Assessment Program which includes compliance with the Health Coaching Program and, when necessary, the Clinical Care Coordination will receive an incentive of \$200 before taxes and up to \$100 before taxes for participation in the Points Program; and

WHEREAS, the County has an agreement with Optimum Health for Promotion Services with the focus on improving overall health with encouragement and interaction; and

WHEREAS, the Wellness Pro Package is an all-inclusive package including wellness challenges, education, engagement and oversight; and

WHEREAS, any employee who may not qualify for or has not purchased the employee health benefit may participate in a county sponsored Health Risk Assessment Program and the Health Coaching Program at no cost to the employee but will not receive a monetary incentive for doing so and will not qualify for any Wellness Pro Package benefits.

THEREFORE BE IT RESOLVED by the County Board that the Board authorizes participation by County employees and eligible spouses in the Health Fair as an enhancement to the County's benefit package.

BE IT FURTHER RESOLVED that the County's cost of participating in the Health Fair will be covered from the County's Health Internal Service Fund.

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

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

HR-22-15

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:

[Signature]

Carol Imig

[Signature]

[Signature]

[Signature]

[Signature]

Frank J. Scortino

[Signature]

Dale Minges

Nancy M. Proehl

[Signature]

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to authorize the approval of an Agreement to Provide Health Promotion Services with Optimum Health Solutions, Inc.; and

WHEREAS, the agreement is for a three year period beginning August 01, 2022 with services and costs outlined in Exhibit A of the agreement; and

WHEREAS, the Business Associate Agreement is included with the contractual assurances required under HIPAA.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Optimum Health Solutions, Inc., and the Auditor of this action.

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:

[Signature]

Tazewell County Clerk

[Signature]

Tazewell County Board Chairman

AGREEMENT TO PROVIDE HEALTH PROMOTION SERVICES

This Services Agreement is made and entered into as of the 1st day of August, 2022 (the "Effective Date"), by and between Optimum Health Solutions, Inc. ("OHS") and Tazewell County ("Client").

WHEREAS, the Client desires to obtain health promotion service from OHS.

WHEREAS, OHS shall provide these health promotion services to Client.

1. Definitions

- (a) "Effective Date" shall mean the 1st day of August, 2022.
- (b) "Eligible Person" means an employee of the Client or, as applicable, the spouse or dependent over the age of 18 of such employee, who is permitted by the Client to participate in the designated wellness program.
- (c) "Health Coaching" means, for Eligible Participants who participate in the Wellness Program, the assessment of their current health risk status, identifying areas of concern, establishment of goals for personal improvement, providing skills and motivation for health improvement, and measuring individual progress and establishing benchmarks for improvement in the areas of concern.
- (d) "Health Screening" means an event organized for the Eligible Persons of the employer for the purpose of obtaining biometric data (for example, cholesterol, blood glucose, blood pressure, etc.) from Participants.
- (e) "Participant" means an Eligible Person who has chosen to participate in the wellness program, and who submits a completed Health Risk Assessment.
- (f) "Software Platform and Applications" means the tool utilized for the identification, communication and methods for the reduction of individual health risks which, in the aggregate, provide a process for enhancing the health of an employer's workforce.

2. Software Platform and Applications

OHS shall provide an on-line Health Risk Assessment, Personal Health Report for each Participant, Aggregate Reports for the Client, Participant Portal Access and Engagement Applications through its Software Platform.

3. Health Screening

OHS shall provide an on-site health screening during the employer's regular business hours on a mutually agreeable time and date and annually thereafter. Standard services shall include the following items:

- (a) Lipid Profile
- (b) Comprehensive Metabolic Panel
- (c) Complete Blood Count
- (d) Blood Pressure
- (e) Height and Weight
- (f) Pulse

4. Health Coaching and Clinical Care Coordination

Following each annual health screening, OHS will determine Health Coaching/Clinical Care Coordination Eligibility based on risk factors present. Each Participant will be confidentially contacted via telephone to address their health issues. OHS will contact the Participants at a mutually agreed upon time via telephone for a set number of consultations based upon their risk factors.

5. Predictive Modeling Services

OHS will enhance the Health Coaching Services with its predictive modeling tool if claim data is available in coordination with a structured coaching program including participation of 75% of the eligible population. The predictive modeling tool is utilized by the health coaches to identify preventive screening compliance, gaps in care and disease state compliance.

6. Cooperation

The Client shall designate an employee to serve as coordinator with OHS in connection with its duties under this Agreement. The Employer shall promote and support the programs offered by OHS and encourage its Eligible Employees to participate therein.

7. Confidentiality

OHS shall handle confidential protected health information in accordance with the provisions of the attached Business Associate Addendum, Exhibit B. OHS will not disclose individually identifiable health information to the Client.

8. Fee

The Employer shall pay to OHS a fee for standard services as described on Exhibit A.

9. Effective Date, Term, Renewal and Termination

- a) This Agreement shall begin on the Effective Date and continue for a period of 3 year from that date (the "initial term"), unless otherwise terminated pursuant to the terms hereof.
- b) Renewal Terms. On the expiration date of this Agreement, this Agreement shall automatically renew for a term of 1 (1) year. Either party may terminate this Agreement by notifying the non-terminating party of its intent to terminate. Such notice must be provided no more than 60-days prior to the expiration of the original Agreement.
- c) Renewal Fee Schedule. Upon the renewal of this Agreement, OHS and client may mutually agree to an increase in the fees set forth in Exhibit A.
- d) Termination for Material Breach. Either OHS or the Client may terminate this Agreement by providing the other party with a minimum of ninety (90) days' prior written notice in the event

the other party commits a Material Breach (as defined below). Said notice must specify the nature of such Material Breach. The breaching party shall have thirty (30) days from the date of receipt of the foregoing notice to cure said Material Breach. In the event the breaching party fails to cure the Material Breach within said thirty (30) day period, this Agreement shall automatically terminate upon expiration of the ninety (90) day notice period. For purposes of this Agreement, the term "Material Breach" shall mean a breach of an essential term of this Agreement, not caused by or contributed to by the aggrieved party.

10. **Indemnity**

OHS shall indemnify the Client and hold it harmless from any and all loss, cost, claim, liability, damage or expense, including reasonable attorney fees, which it may incur with respect to any third party claims resulting solely from the negligent acts or omissions of OHS in connection with conduct of services.

11. **Relationship of Parties**

The relationship created by this Agreement is that of independent contractors. Nothing herein shall be construed to create a relationship between the parties of employer and employee, principal and agent, partners or joint venturers.

12. **Entire Agreement**

This is the entire agreement between the parties and supersedes all other agreements, either oral or in writing. No promises, warranties, inducements or representations have been made except as set forth in this Agreement. This Agreement may not be modified except by written agreements signed by authorized officers of the parties.

13. **Governing Law**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws.

14. **Waiver of Breach**

The failure of either party to require strict adherence of the other to the requirements of this Agreement shall in no way affect the respective rights of either party to enforce same nor shall any waiver of any breach of this contract be construed as a waiver of any subsequent breach or a waiver or modification of the provisions of this Agreement.

15. **Force Majeure**

Neither party shall be liable for failure or delay of performance hereunder arising from Acts of God or other acts or occurrences beyond control of the parties, including but not limited to acts of courts and regulatory bodies, fires, explosions, weather-related obstacles to performance, labor stoppages, war or rebellion.

16. **Notices**

All notices given under this Agreement shall be in writing and sent by first class United States mail, postage prepaid, to the other party as set forth below, or to such other person or address as either party may designate from time to time in writing to the other party.

To OHS:

Christine McMillin
Optimum Health Solutions, Inc.
221 Northeast Glen Oak Avenue
Peoria, Illinois 61614

To Client:

Tazewell County

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

OPTIMUM HEALTH SOLUTIONS, INC.

By: _____

Date: _____

TAZEWELL COUNTY

By: _____

Date: 07.29.22

EXHIBIT A

Service	Description	Fee
Implementation Fee	Fulfillment of Implementation Timeline Duties	N/A
Onsite Biometric Screening	Health Risk Assessment Venous blood draw providing complete metabolic panel, lipid panel and complete blood count. Biometric measurements including height, weight, waist circumference, blood pressure and pulse	\$105 per participant This fee is billed upon completion of the screening per participant that completes any portion of the screening process (including the Health Risk Assessment or Screening). This fee will be paid pursuant to the UnityPoint Health Plus PHO agreement and will be free of charge to Tazewell County.
Vascular Screenings	Ultrasound Imaging of the Abdominal Aorta (AAA) Ankle Brachial Indices (ABI) Ultrasound Imaging of the Carotid Arteries	N/A – Did not purchase Fee billed upon completion of the screening if employer funds or paid by participant at screening.
Customized Full Portal Access with Gamification Programming and Administration	Program Development, Customized Engagement Platform, Mobile Application, Scheduling, Account Management Support and Outcome Reporting	\$7500 This fee is billed annually.
Wellbeats and Healbright	On Demand/OnLine Wellbeing Classes (Fitness, Nutrition, Mindfulness)	N/A – Did not purchase
Health Coaching	Automated Reminder Calls, Coaching Sessions, Risk Stratification and Compliance	\$21 per session (telephonic or video) This fee is billed monthly
Clinical Care Coordination	Automated Reminder Calls, Coaching Sessions, Risk Stratification and Compliance	\$50 per session (telephonic or video) This fee is billed monthly
Executive Physical Program	Provided by Dr. Matthew McMillin of UnityPoint Health	N/A – Did not purchase
<p>Cost Proposal Notes:</p> <ol style="list-style-type: none"> 1. Health Risk Assessments are available on-line only and included in the above fees. 2. Personal Health Reports are provided on-line only and included in the above fees. 3. All marketing and communication of the wellness initiative will be provided via email or from the engagement platform. 		

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") amends and is made a part of all Services Agreement(s) (as defined below) between Optimum Health Solutions, Inc. ("Covered Entity") and Tazewell County ("Business Associate"). This Agreement is effective May 15, 2022.

1. **Definitions.** Terms used but not otherwise defined in this Agreement shall have the meaning ascribed in section 160.103, 164.501, or elsewhere, in the Regulations.

- a. **"ePHI"** means PHI that is maintained or transmitted in electronic media.
- b. **"Breach"** means, with respect to PHI, the impermissible acquisition, access, use or disclosure of Unsecured PHI which compromises the security or privacy of the PHI.
- c. **"Business Associate Functions"** means all functions performed by Business Associate under one or more Service Agreements on behalf of Covered Entity which involve the creation, receipt, transmission or maintenance of PHI by Business Associate on behalf of Covered Entity by Business Associate or its agents or subcontractors.
- d. **"HIPAA"** means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to 1320d-7, and future amendments thereto and the Regulations issued thereunder.
- e. **"PHI"** means protected health information as defined in the Regulations, which is created, obtained or used by Business Associate in the performance of one or more Business Associate Functions for Covered Entity.
- f. **"Regulations"** means the final Regulations implementing the provisions of HIPAA as amended from time to time. The Regulations are presently codified at 45 C.F.R. Parts 160 and 164.
- g. **"Services Agreement(s)"** or **"Agreement"** means all agreements, whether written or oral, and whether now in effect or hereafter entered into, between Covered Entity and Business Associate for the performance of Business Associate Functions by Business Associate.
- h. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- i. **"Unsecured PHI"** means PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals by one or more of the methods outlined by the Department of Health and Human Services in 74 Fed. Reg. 70 (2009) (to be codified at 45 C.F.R. §160 and §164).

2. **Purpose.** Optimum Health Solutions is a Covered Entity under HIPAA and Tazewell County is its Business Associate. HIPAA requires Covered Entity to obtain satisfactory written contractual assurances from its business associates before furnishing them with PHI or permitting them to obtain or create PHI to perform Business Associate Functions. This Agreement is entered into to provide Covered Entity with the contractual assurances required under HIPAA.

3. **Permitted Uses and Disclosures of PHI.** Business Associate shall only use and disclose PHI as permitted or required under this Agreement or as required by law, but shall not otherwise use or disclose any PHI. Business Associate shall not, and shall ensure that its employees, other agents and contractors do not, use or disclose PHI received from Covered Entity in any manner that would constitute a violation of HIPAA or state privacy law if used or disclosed by Covered Entity. To the extent Business Associate carries out any of Covered Entity's obligations under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligations. Without limiting the generality of the foregoing, Business Associate is permitted to use or disclose PHI as set forth below:

- a. Business Associate may use PHI to perform Business Associate Functions.
- b. Business Associate may use PHI as needed for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

4. **Special Conditions on Disclosure for Business Associate's Purposes.** Before Business Associate may *disclose* PHI to another party for a reason described in subparagraph 3b, one of the following two conditions must be met; either –

- a. the disclosure must be *required by law*; or
- b. Business Associate must obtain *reasonable assurances* from the person to whom the PHI is disclosed that such person will safeguard the PHI and further use and disclose it only as required by law or for the purpose for which Business Associate disclosed it to such person; and such person must agree in writing to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

5. **Privacy Assurances of Business Associate.** As an express condition of performing Business Associate Functions, Business Associate agrees to the following terms and conditions:

- a. **Compliance with Law.** Business Associate shall comply with the requirements of Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associates, and comply with all regulations issued by the Department of Health and Human Services (HHS) to implement HITECH, as of the date by which Business Associate is required to comply with HITECH and the related regulations. Such requirements are hereby incorporated by reference into this Business Associate Agreement.
- b. **Uses and Disclosures.** Business Associate shall use and disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate shall not use or disclose information in a manner that would violate any applicable law if done by Covered Entity.
- c. **Safeguards.** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Agreement. In addition, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall comply with the HIPAA Security Rule with respect to ePHI.
- d. **Breach Reporting and Notification.** Business Associate shall:

i. Report to Covered Entity's designated privacy official, without unreasonable delay, but in no event later than five (5) business days of discovery by Business Associate, any acquisition, access, use or disclosure of PHI not provided for in this Agreement or not permitted under the Regulations, including any impermissible access, acquisition, use or disclosure that is a Breach of Unsecured PHI, by Business Associate, its employees, other agents or contractors or by a third party to which Business Associate disclosed PHI (each an "Unauthorized Use or Disclosure"), including any impermissible access, acquisition, use or disclosure that is a Breach of Unsecured PHI, together with any remedial or mitigating action taken or proposed to be taken with respect thereto.

ii. Conduct a risk assessment with respect to any impermissible access, acquisition, use or disclosure to determine if there is a low probability that the PHI has been compromised. Business Associate shall notify Covered Entity of any such impermissible access, acquisition, use or disclosure, including the following information in such notice:

a) A brief description of how the impermissible access, acquisition, use or disclosure occurred and how and when it was discovered.

b) A description of whether Unsecured PHI was involved in the impermissible access, acquisition, use or disclosure, and the results of Business Associate's risk assessment.

c) The steps Business Associate is taking to further investigate the Unauthorized Use or Disclosure, to mitigate losses, and to protect against further impermissible access, acquisition, use or disclosure.

In addition, Business Associate shall cooperate with Covered Entity in making any required notification to individuals in the case of a Breach as determined by Covered Entity. Business Associate shall reimburse Covered Entity for all costs, expenses, damages and other losses resulting from any breach of this Agreement, Unauthorized Use or Disclosure, Security Incident or Breach involving PHI maintained by Business Associate, including, without limitation: fines or settlement amounts owed to a state or federal government agency; the cost of any notifications to Individuals or government agencies; credit monitoring for affected individuals for a one year period (if reasonable and appropriate under the circumstances); or other mitigation steps taken by Covered Entity to comply with HIPAA or state law.

e. **Mitigation.** Business Associate shall cooperate with Covered Entity in taking reasonable steps to mitigate, to the extent practicable, any harmful effects of any impermissible access, acquisition, use or disclosure of PHI in violation of this Agreement or HIPAA.

f. **Subcontractors and Agents.** Business Associate shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each subcontractor (including, without limitation, a subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of Business Associate. Business Associate shall ensure that the written agreement with each subcontractor obligates the subcontractor to comply with restrictions and conditions that

are at least as restrictive as the restrictions and conditions that apply to Business Associate under this Agreement.

g. **Individual Access to PHI.** Within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in any Designated Record Set of Covered Entity maintained by Business Associate, Business Associate shall make available to Covered Entity such PHI for so long as Business Associate maintains such information in the Designated Record Set. If Business Associate receives a request for access to PHI directly from an individual, Business Associate shall forward such request to Covered Entity within five (5) business days.

h. **Availability of PHI for Amendment.** Business Associate shall notify Covered Entity within five (5) business days of any request by individuals to amend PHI maintained by Business Associate in designated record sets, direct the requesting individual to Covered Entity for handling of such request, cooperate with Covered Entity in the handling of such request, and incorporate any amendment accepted by Covered Entity in accordance with §164.526 of the Regulations. Business Associate is not authorized to independently agree to any amendment of PHI.

i. **Accounting of Disclosures.** Business Associate shall maintain a record of those disclosures of PHI by Business Associate or its agents or subcontractors which are subject to the individual's right to an accounting under § 164.528 of the Regulations and report such disclosures to Covered Entity within five (5) business days of request by Covered Entity in a form permitting Covered Entity to respond to an individual's request for an accounting.

j. **Availability of Books and Records.** Business Associate shall make its internal practices, books and records relating to the use and/or disclosure of PHI available to the Secretary of HHS or his or her designees for purposes of determining Covered Entity's compliance with the Regulations.

k. **Return or Destruction of PHI upon Termination.** Business Associate shall return to Covered Entity or destroy (and not retain a copy) all PHI in its possession, upon the termination of the Services Agreement or as soon as such PHI is no longer needed by Business Associate to perform its responsibilities hereunder, whichever comes first, and require its agents and subcontractors to do likewise. To the extent that return or destruction is not feasible, the protections of this Agreement shall remain in effect for so long as Business Associate or its agents or subcontractors have possession of or access to such PHI, and Business Associate agrees to limit further uses and disclosures of the PHI to those purposes which make return or destruction infeasible.

l. **Restrictions.** Business Associate shall comply with any reasonable voluntary restriction on use or disclosure of PHI accepted by Covered Entity under § 164.522(a) of the Regulations which is properly communicated to Business Associate, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

m. **Limitations in Notice of Privacy Practices.** Business Associate shall comply with any reasonable limitation in Covered Entity's notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

n. **Alternative Communication Requests from Individuals.** Business Associate shall comply with any reasonable requests by individuals under § 164.522(b) of the

Regulations to receive communications of PHI by alternative means or at alternate locations when communicated to Business Associate by Covered Entity or directly by the individual.

o. **Minimum Necessary Standard.** Business Associate shall limit the request for, and use and disclosure of, PHI for purposes described in this Agreement to the minimum necessary to perform the required function. Business Associate shall comply with any additional requirements for the determination of minimum necessary as are required from time to time by the Regulations, as amended.

6. **Responsibilities of Covered Entity.** Covered Entity agrees to:

a. Notify Business Associate promptly if Covered Entity agrees to any voluntary restrictions on the use or disclosure of PHI which will affect Business Associate's use or disclosure of PHI under the Services Agreement.

b. Notify Business Associate of any reasonable requests by individuals under §164.522(b) of the Regulations to receive communications of PHI by alternative means or at alternative locations, if such requests will affect Business Associate's services.

c. Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under §164.526 of the Regulations which Covered Entity believes will apply to PHI maintained by Business Associate in designated record sets.

7. **Supervening Law.** Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Agreement in such manner as it determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either party may terminate the Services Agreement on not less than thirty (30) days' written notice to the other. If not so terminated, the amendment or amendments proposed by Covered Entity shall become effective.

8. **Term and Termination.**

a. **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and subcontractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement designed to safeguard PHI shall survive expiration or other termination of the Services Agreement and shall continue in effect until Business Associate has performed all obligations under this Agreement.

b. **Termination by Covered Entity.** Any other provision of the Services Agreement(s) notwithstanding, Covered Entity may terminate the Services Agreements and this Business Associate Agreement upon thirty (30) days advance written notice to Business Associate in the event that Business Associate breaches a material term of this Agreement and such breach is not cured to the reasonable satisfaction of Covered Entity

within a thirty (30) day period. Failure to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.

c. **Termination by Business Associate.** If Business Associate determines that Covered Entity has breached a material term of this Agreement, Business Associate shall notify Covered Entity and provide Covered Entity an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure of Covered Entity to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.

d. **Return/Destruction Infeasible.** Upon expiration or earlier termination of the Services Agreement(s) or this Business Associate Agreement, business Associate shall either return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity and which the Business Associate still maintains in any form. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

9. **Miscellaneous.**

a. **Covered Entity.** For purposes of this Agreement, and as applicable to the Business Associate Functions of Business Associate under all Services Agreements covered by this Agreement, references to Covered Entity shall include the named Covered Entity and all other entities covered by a joint Notice of Privacy Practices with Covered Entity, whether as part of an affiliated covered entity or an organized health care arrangement.

b. **Survival.** The respective rights and obligations of Business Associate and Covered Entity hereunder shall survive termination of this Agreement according to the terms hereof and the obligations imposed on Covered Entity under HIPAA.

c. **Interpretation; Amendment.** This Agreement shall be interpreted and applied in a manner consistent with Covered Entity's obligations under HIPAA. All amendments shall be in writing and signed by both parties, except that this Agreement shall attach to additional Services Agreements entered into between the parties in the future without the necessity of amending this Agreement each time. This Agreement is intended to cover the entire Business Associate *relationship* between the parties, as amended, from time to time, through Services Agreements or other means.

d. **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations.

f. **Effect.** The provisions of this Agreement shall control with respect to Protected Health Information Business Associate receives from or on behalf of Covered Entity, and the terms and provisions of this Agreement shall supersede any conflicting or inconsistent

terms and provisions of the Services Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference, to the extent of such conflict or inconsistency. This Agreement shall not modify or supersede any other provision of the Services Agreement.

g. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile transmission or scanned and sent by email are deemed to be originals for purposes of execution and proof of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

OPTIMUM HEALTH SOLUTIONS, INC.

By: _____

Print Name: _____

Print Title: _____

Date: _____

Facility: _____

Department: _____

TAZEWELL COUNTY

By:  _____

Print Name: J. David Zimmerman

Print Title: County Board Chairman

Date: 07.29.22

Street Address: 11 S. 4th Street, Suite 432

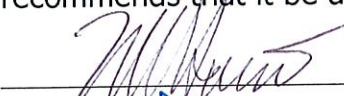
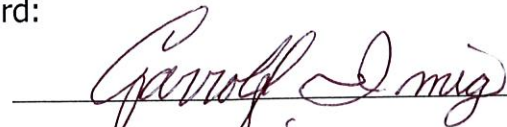




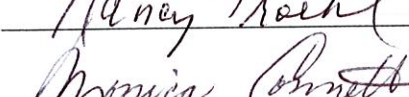
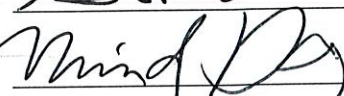
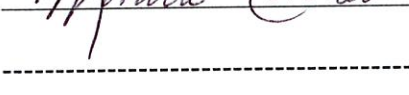

City/State/Zip: PeKin, IL 61554

Phone: 309.477.2272

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the worker's compensation settlement case WC-22-03; and

WHEREAS, the County's Worker's Compensation Third Party Administrator has recommended the settlement of WC-22-03 to the Risk Management Committee for an amount not to exceed \$20,981.92.

THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-22-03 based upon these terms.

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

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
	_____
	_____
	
	
	

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the 3rd quarterly payment for 2022 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-21-168 was approved in November 2021 approving an agreement with GPEDC for twelve months encompassing calendar year 2022; and

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

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 3rd quarter investment for 2022.

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

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman



Invoice

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

Date	Invoice #
7/1/2022	GPEDC '22-3

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

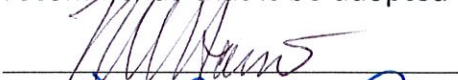
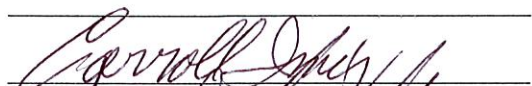

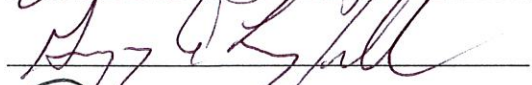


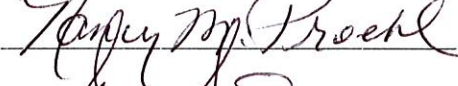

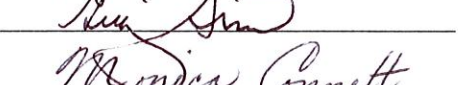

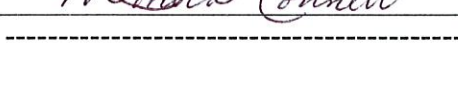
Due Date
8/31/2022

Description	Amount
2022 Investment - 3 of 4	16,875.00
Total	\$16,875.00

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 Umholtz has tendered a letter of resignation to the County Board Chairman resigning from the position of State's Attorney effective November 30, 2022; and

WHEREAS, the Executive Committee recommends that the County Board approve the acceptance of the resignation of Stewart Umholtz from the position of State's Attorney.

THEREFORE BE IT RESOLVED that the County Board approves this recommendation and the resignation of Stewart Umholtz is hereby accepted;

PASSED THIS 27th DAY OF JULY, 2022.

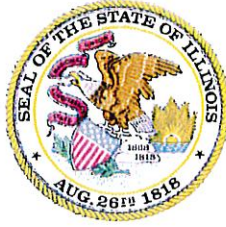
ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

STEWART J. UMHOLTZ
TAZEWELL COUNTY STATE'S ATTORNEY

TAZEWELL COUNTY COURTHOUSE
342 COURT STREET, SUITE 6
PEKIN, ILLINOIS 61554-3298



TELEPHONE: 309-477-2205
FACSIMILE: 309-477-2241
HTTP://WWW.TAZEWELL.COM

July 11, 2022

Chairman David Zimmerman
Members of the County Board
11 S. Fourth St, Suite 432
Pekin, IL 61554

re: Letter of Resignation

Chairman Zimmerman and Members of the County Board:

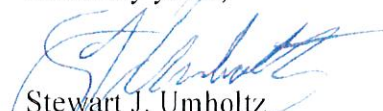
As you know, at the June 28th Primary Election, I was the only candidate nominated for Resident Circuit Court Judge for Tazewell County in the General Election to be held on November 8, 2022. Therefore, I am submitting this unconditional resignation of my office of Tazewell County State's Attorney effective November 30, 2022, to allow a candidate to be slated for State's Attorney in the General Election to be held on November 8, 2022.

Having served as State's Attorney since 1995, I have worked diligently to create a culture of "Do what is right and do it well". The message to the public at the entrance to our main office reads: "The Duty of a Prosecutor is to seek Justice, not merely convict." Over the past 27 years, I have been blessed with many outstanding prosecutors who have served Tazewell County with distinction. The next State's Attorney will continue to face the same challenges of securing Justice and the confidence of the community in our criminal justice system.

I know that my Chief Assistant, Kevin Johnson, has the training, qualifications and experience to address, as State's Attorney, the difficult issues which continue to confront law enforcement and the citizens of Tazewell County. Even more importantly, Kevin Johnson has the good judgment and wisdom to serve justice in our community.

I recommend that Kevin Johnson be selected to serve as State's Attorney.

Sincerely yours,


Stewart J. Umholtz
State's Attorney


cc: John Ackerman

COMMITTEE REPORT

E-22-72

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the second invoice to Farnsworth Group, Inc. for the design and construction engineering for Contract 2 – Sidewalks, CDBG RLF Closeout Grant 18-248592 in the amount of \$9,209.50; and

WHEREAS, the contract was awarded by the Tazewell County Board in November 2020 for the total amount of \$68,950.

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

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

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman



Mr. J. David Zimmerman
 Chairman
 Tazewell County, Illinois
 11 South Fourth Street, Suite 432
 Pekin, IL 61554

PAID
 JUL 11 2022
 20220711

July 6, 2022
 Project No: 0201574.02
 Invoice No: 233817R

Invoice Total \$9,409.50

Project 0201574.02 Tazewell County CDBG RLF Closeout - Project 2 - Sidewalks Proposal

Professional Services for Period Ending June 30, 2022

Phase	01	Design Phase			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	39,973.00	39,973.00
Limit					39,975.00
Remaining					2.00
Subtotal this Phase					0.00

Phase	02	Bidding / Construction Phase			
Professional Services			Hours	Rate	Amount
Engineering Manager			10.00	210.00	2,100.00
Technician I			3.25	82.00	266.50
Totals			13.25		2,366.50
Total Professional Services					2,366.50
Billing Limits			Current	Prior	To-Date
Total Billings			2,366.50	7,213.75	9,580.25
Limit					28,975.00
Remaining					19,394.75
Subtotal this Phase					\$2,366.50

Phase	03	Rebidding / Administration			
Professional Services			Hours	Rate	Amount
Engineering Manager			31.00	210.00	6,510.00
Technician I			6.50	82.00	533.00
Totals			37.50		7,043.00
Total Professional Services					7,043.00
Billing Limits			Current	Prior	To-Date
Total Billings			7,043.00	0.00	7,043.00
Limit					7,096.00
Remaining					53.00

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check. For Billing Inquiries, please call: 309-663-8435 or 314-962-7900
 1 1/2% Interest Monthly After 30 Days www.f-w.com FEIN#: 37-1123236
 Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable

Project	0201574.02	Tazewell County CDBG RLF Closeout - Proj	Invoice	233817R
			Subtotal this Phase	\$7,043.00
			Total this Invoice	\$9,409.50

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check.

For Billing Inquiries, please call: 309-663-8435 or 314-962-7900

1 1/2% Interest Monthly After 30 Days

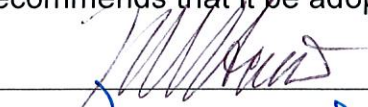
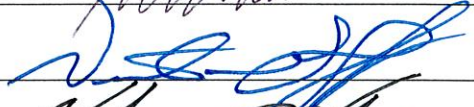

www.f-w.com





FEIN#: 37-1123236

Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable

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:




 Nancy M. Proehl
 Monica Connett

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve completion of Release of Recapture Agreement; and

WHEREAS, a Recapture Agreement was placed on property located at 13542 Illinois Route 29, Pekin, IL in October 1996; and

WHEREAS, the County's interest in the property expired under the agreement; and

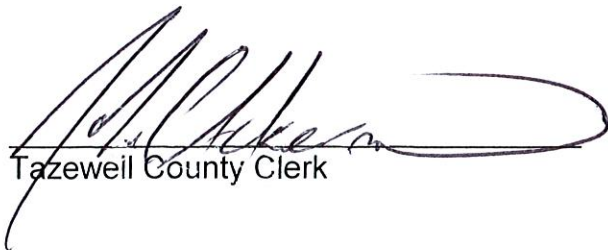
WHEREAS, the property is now being sold and to complete the sale must have a Release of Recapture Agreement approved.

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 Recorder of Deeds and Hometown Title, Inc. of this action.

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 23rd day of October, 19 96, is made and entered into by and between Grace Eggena (the "Owner") whose address is 13542 Illinois Rt. 29, Pekin, Illinois, and Tazewell County ("Grantor") whose address is 334 Elizabeth St., Pekin, Illinois.

WITNESSETH:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 13542 Illinois Rt. 29 (Midway), Pekin, Illinois, (the "Single Family Development"), legally described in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor has agreed to make a grant to the Owner in the amount of Ten thousand eight hundred fifty-three and 00/100 Dollars (\$ 10,853.00) (the "Grant"), the proceeds of which are to be used with such other monies, if any, for the rehabilitation of the Single Family Development; and

WHEREAS, as an inducement to Grantor to make the Grant, the Owner has agreed to enter into this Agreement in accordance with the terms, conditions and covenants set forth below.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this agreement as fully and with the same force and effect as repeated herein at length.

2. **Restrictions.** As a condition of the Grantor's making of the Grant, the Owner agrees that if the Single Family Development is sold or otherwise transferred within five (5) years of the date that the Owner receives the Grant (the "Restriction Period"), other than by will or by operation of law upon the death of a joint tenant owner, the Owner shall pay to Grantor an amount equal to twenty percent (20%) of the amount of the Grant multiplied by the number of full years remaining in the Restriction Period; provided, however, that the percentage of the time remaining in the Restriction Period shall be measured in six (6)-month increments rounded up to the next full six (6)-month period.

3. **Violation of Agreement by Owner.** Upon violation of any of the provisions of this Agreement by the Owner, Grantor shall

give written notice thereof to the Owner by registered or certified mail addressed to the addresses stated in this Agreement, or such other addresses as may subsequently, upon appropriate written notice thereto to Grantor, be designated by the Owner. If such violation is not corrected to the satisfaction of Grantor within thirty (30) days after the date such notice is mailed, or within such additional time as Grantor in its sole discretion permits, Grantor may declare a default under this Agreement effective on the date of such declaration of default, and upon such default Grantor may:

a) Declare any Repayment Portion immediately due and payable; and/or

b) Exercise such other rights or remedies as may be available to Grantor hereunder, at law or in equity.

No delay on the part of Grantor in exercising any rights under this Agreement, failure to exercise the same nor the exercise of less than all of its rights under this Agreement shall operate as a waiver of such rights.

4. Amendment. This Agreement shall not be altered or amended without the prior written approval of all the parties hereto.

5. Election of Grantor's Remedies. Grantor's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of Grantor's other remedies.

6. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year above first written.

OWNER: Grace Eggena

Grace Eggena

GRANTOR:

Tazewell County

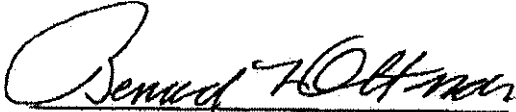
By: George Saly
Its: Chairman

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

ACKNOWLEDGE

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Grace Eggena and _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of OCTOBER, 1996.


Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

ACKNOWLEDGE

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that George A. Saal Jr., the Chairman of the TAZEWELL COUNTY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Chairman of the TAZEWELL COUNTY as his/her free and voluntary act and deed and as the free and voluntary act and deed of the TAZEWELL COUNTY, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of October, 1996



Notary Public

9623236 11/15/1996 03:49P 5 of 5
Robert A. Lutz - Tazewell County Recorder

EXHIBIT A

to
Housing Rehabilitation Assistance
Grant Recapture Agreement
by and between

Grace Eggena
and
Tazewell County

Property Description:

Lot 3 of Midway Addition
[10-10-22-101-016]
Cincinnati Township, Tazewell County, Illinois

Document prepared by:
Illinois Housing Development Authority
Chicago, IL

Return recorded Document to:
James R. Cummings
Tazewood Community Services, Inc.
2005 S. Main St.
Morton, IL 61550

COMMITTEE REPORT

E-22-69

Mr. Chairman and Members of the Tazewell County Board:

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

Nancy Poehl

John Smith

[Signature]

Carroll Jones

Phil [Signature]

Monica [Signature]

[Signature]

Theresa [Signature]

RESOLUTION

WHEREAS, the County's Executive Committee recommends the adoption of the Election Judge List presented by the County Clerk.

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 County Clerk and the Elections' Supervisor of this action.

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:

[Signature]

 Tazewell County Clerk

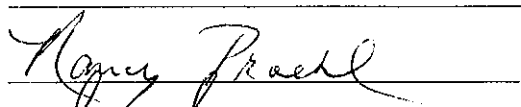
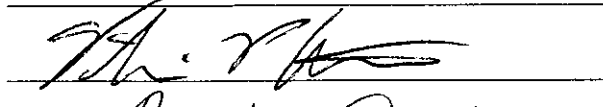
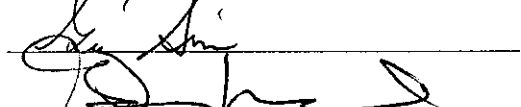
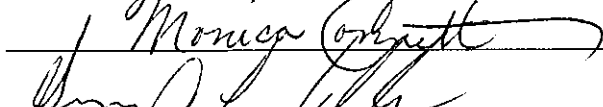
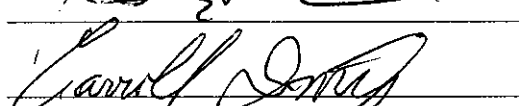

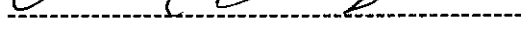
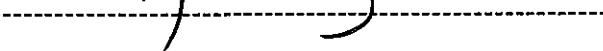
[Signature]

 Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Plan for Schmidt Huser Solar, LLC; and; and

WHEREAS, the agreement includes cost estimates and Surety Bond; and


WHEREAS, the decommissioning plan, surety bond and cost estimates are required to be approved by the Tazewell County Board prior to the issuance of a building permit

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 and the Auditor of this action.

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

DECOMMISSIONING AGREEMENT

THIS DECOMMISSIONING AGREEMENT ("Agreement") is made into as of this ____ day of _____, 2022 (the "Effective Date") by and between Schmidt Huser Solar, LLC (the "Company"), an Illinois limited liability company, and Tazewell County Board of Zoning Appeals (the "County").

RECITALS

- A. County granted Special Use approval - Case No. 18-56-S, on the following land ("Property"):

Parcel Number: 11-11-02-100-031 (Pt)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 4 WEST THIRD PRINCIPAL MERIDIAN, ELM GROVE TOWNSHIP, TAZWELL COUNTY, ILLINOIS, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 00° 30' 51" EAST ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 999.15 FEET TO A POINT THAT IS NORTH 00° 30' 51" WEST 1665.25 FEET (RECORDED 1650 FEET) FROM THE SOUTHWEST CORNER OF SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 89° 10' 47" EAST 45.49 FEET TO THE EAST RIGHT OF WAY LINE OF SPRINGFIELD ROAD AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 00° 30' 51" WEST ON SAID RIGHT OF WAY LINE 59.04 FEET; THENCE NORTH 89° 18' 47" EAST 135.00 FEET; THENCE NORTH 00° 54' 28" WEST 110.00 FEET; THENCE SOUTH 89° 18' 47" WEST TO SAID RIGHT OF WAY LINE 135.00 FEET; THENCE NORTH 00° 30' 51" WEST ON SAID RIGHT OF WAY LINE 484.82 FEET; THENCE NORTH 89° 10' 47" EAST 1023.74 FEET; THENCE SOUTH 00° 36' 07" EAST 653.87 FEET; THENCE SOUTH 89° 10' 47" WEST 1066.15 FEET TO THE POINT OF BEGINNING. CONTAINING 15.00 ACRES MORE OR LESS

- B. Company and County now desire to enter into an Agreement on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing Recitals, the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and County agree as follows.

1. **Decommissioning Plan.** Company shall remove the solar farm under the provisions set forth under the attached Decommissioning Plan/Estimate "See Exhibit A" in compliance with Section 156.06 (B)(11)(a) of the Tazewell County Zoning Code of Ordinances.
 - (a) An updated decommissioning plan including estimated costs prepared by an Illinois licensed professional engineer and financial security must be submitted by the Company to the Community Development Administrator every four (4) years.
 - (b) The County Community Development Administrator will review and determine whether the updated estimate is acceptable. If the cost estimate is not acceptable, the Company may have the opportunity to resubmit an updated estimate or the County may have the submitted estimate reviewed by a Illinois licensed professional engineer of their choosing at the expense of the Company.

Solar Farm Removal by Company. Company shall remove solar farm within six (6) months after a period of twelve (12) months of non- production, or at the end of the solar farm’s life expectancy, whichever occurs earlier. The following activities shall be fully completed:

- (c) All solar collectors and components, aboveground improvements and outside storage shall be removed.
- (d) All foundations, pads and underground electrical wires shall be removed, and the site reclaimed to a depth of four feet below the surface of the ground.
- (e) All hazardous material from the property and disposed in accordance with federal and state law.

2. **Surety Bond.** The Surety Bond # **SU1183895**, insured through Arch Insurance Company, in the amount of \$106,980, “See Exhibit B”. The surety bond will guarantee full removal, and/or reclamation of said solar farm located on the Property.

(a) The County shall have access to the financial security funds for the expressed purpose of completing decommissioning if decommissioning is not completed by the project owner within six (6) months of the end of project life or facility abandonment;

(b) Financial security must remain valid through the life of the project.

(c) If the updated cost estimate described in 1(a) differs from the previously submitted estimate, Company shall provide an updated financial surety consistent with the new estimate. At all times the financial surety shall be insured by a provider with a financial strength rating of “A” or higher by AM Best Company, Inc.

3. **Evidence of Solar Farm Removal & Surety Bond Termination.** Company shall provide County final documentation from a third-party licensed engineer or contractor of all removal and reclamation activities for acceptance and termination of surety bond. The bond shall be terminated within 30 days after said County acceptance of final documentation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____, _____, 2022.

Schmidt Huser Solar, LLC

By: _____

Print Name: _____

Title: _____

Tazewell County Board of Zoning Appeals

By: _____

Print Name: _____

Title: _____

EXHIBIT A

Decommissioning Plan/Estimate

DECOMMISSIONING PLAN
for
PROPOSED SOLAR DEVELOPMENT

SCHMIDT HUSER SOLAR FARM
TAZEWELL COUNTY
16340 SPRINGFIELD ROAD
PEKIN, ILLINOIS 61554
LAT: 40.5597, LONG: -89.5303

Prepared by:

Summit Ridge Energy.

1515 Wilson Boulevard, Suite 300

Arlington, VA 22209

April 19, 2022

Revised May 16, 2022

Revised July 22, 2022



Dale Johnson, PE; License Expiration: 11/30/2023



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ATTACHMENTS

Attachment 1 Decommissioning Estimate

OVERVIEW

Summit Ridge Energy (SRE) has prepared this Decommissioning Plan for a proposed Solar Generating Facility (SGF) in Illinois. The purpose of the Plan is to provide the general scope of work and construction cost estimate for the decommissioning and assurance process. This document outlines the decommissioning activities required to restore the SGF site to a meadow condition that existed prior to construction.

The SGF will produce power using photovoltaics (PV) panels mounted on ground supported galvanized metal piles. The facility will generally include equipment pads, perimeter security fencing, underground electrical conduits, overhead wires and utility poles, and a gravel access driveway.

The reported costs include labor, materials, equipment, contractor's overhead, and profit; the labor costs have been estimated using regional labor rates.

DECOMMISSIONING ACTIVITIES

DISMANTLEMENT, DEMOLITION, AND RECYCLING

The dismantling and demolition of the SGF shall generally include the removal of all solar electric systems, buildings, cabling, electrical components, roads, foundations, pilings, and any other associated facilities.

Following coordination with the local utility company regarding timing and required procedures for disconnection, the SGF connection will be removed from the electrical grid. All electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the panels will be cut at the panel and then removed from their framework by cutting or dismantling the connections to the supports. Modules, inverters, transformers, meters, fans, lighting fixtures, and other electrical structures will be removed. The term "hazardous" will be defined by the laws and regulations in effect at the time of decommissioning. Disposal of these materials at a landfill will be governed by State and Public Local Laws of the County or Town and including the Code of Illinois Regulations (COILR) governing waste disposal at County area landfills, and as may be amended from time to time.

All associated structures will be demolished and removed from the site for recycling or disposal, but no later than within 90 days after the end of energy production. The owner or operator shall notify the Municipal Planning Board by certified mail of the proposed date of discontinued operations and plans for removal.

Consultation with the landowner will determine if the access driveway should be left in place for their continued use. If the access driveway is deemed unnecessary, the contractor will remove the access driveway and restore this area with native soils and seeding. Gravel surface and base coarse will be removed completely. Any "clean" concrete will be crushed and disposed of off-site or recycled (reused either on- or off-site). Sanitary facilities will be provided on-site for the workers conducting the decommissioning of the SGF. Abandoned underground conduits/raceways will be capped at each end

and/or removed in their entirety. Wiring associated with above ground wire hanging systems, such as CAB, will be removed. Above ground power lines and poles that are not owned by the utility will be removed, along with associated equipment (isolation switches, fuses, metering) and holes will be filled with clean and compacted soil.

A significant amount of the components of the photovoltaic system at the facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their resale monetary value, these components will be dismantled and disassembled rather than being demolished and disposed. It is anticipated that materials may be salvaged and some of the costs recovered. It is assumed that the galvanized steel components such as the racking, fencing, and foundation system can be recycled for a market value salvage value. The project general contractor will maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be recycled, reused, and/or disposed of properly.

Erosion and sediment control measures are required during the decommissioning process. These measures include a stabilized construction entrance, silt fence, concrete washout stations, and ground stabilization practices. The owner/operator will restore the project location to a vegetated meadow condition.

As with the project's construction, noise levels during the decommission work will increase. Proper steps will be followed to minimize the disturbance, such as using proper equipment for removing the support piles. Work hours are assumed to be 8 hours a day, during daylight hours. Also, road traffic in the area may increase temporarily due to crews and equipment movements.

A final site walkthrough will be conducted to remove debris and/or trash generated within the site during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed.

SITE STABILIZATION AND RESTORATION

The areas of the SGF that are disturbed (during decommissioning) will require minor grading activities to restore the site to a pre-development condition. Grading is required to establish a uniform and consistent slope; the ground will be stabilized via hydro seeding with the surface treatment approved by the building inspector/planning board, including application of a selected grass seed mix to surfaces disturbed during the decommissioning process. Additionally, minor volumes of soil material will be required to restore the access driveways and concrete equipment pad area. All site stabilization activities will be completed in accordance with the approved Sediment and Erosion Control Plan issued by the local Authority Having Jurisdiction (AHJ). At the time of approval of this plan, it is unknown whether a permit will be required for decommissioning, however, it will be verified with the county prior to commencement.

CURRENT PERMITTING REQUIREMENTS

We anticipate the following permits may be required prior to commencement of the decommissioning work: National Pollution Discharge Elimination Systems (NPDES) and a local Building Permit. However,

because the decommissioning is expected to occur later in the future, the permitting requirements will be reviewed and might be subject to revisions based on local, state, and federal regulations at the time.

SCHEDULE

The decommissioning process is estimated to take approximately sixteen to eighteen (16-18) weeks, but no longer than six (6) months, and is intended to occur outside of the winter season.

SOLAR DECOMMISSIONING ESTIMATE

The decommissioning estimate is based on latest available prevailing labor costs and credits for salvaging project material.

SRE will initiate the re-submission of the updated decommission estimate to the County Community Development Administrator every 4 years following project commencement. The county administrator will review and determine whether the updated estimate is acceptable. If the cost estimate is not acceptable to the county, SRE may have the opportunity to resubmit an updated estimate, or the county may have the submitted estimate reviewed by an Illinois licensed professional engineer of their choosing and at SRE's expense. If the updated estimated costs differ from the previously submitted estimate, Summit Ridge Energy shall provide an updated financial surety consistent with the new estimate. Any replacement financial surety shall be insured by a provider with an "A" rating or higher. A 20% contingency will be included in each estimate to account for estimate uncertainties.

The detailed cost estimate is included below.

ATTACHMENT 1: DECOMMISSIONING ESTIMATE



**DECOMMISSIONING COST ANALYSIS
SCHMIDT HUSER PROJECT**

DATE: 04/22/2022 rev 07/22/22



	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	PRESENT COST, \$ ₁
	SYSTEM SIZE	2.0976	MW DC		
	SYSTEM SIZE	1.500	MW AC		
	I. DISASSEMBLY & DISPOSAL				
1	Remove Panels	3,648	EA	\$ 0.58	\$ 2,127
2	Inverter(s)	10	EA	\$ 150.00	\$ 1,500
3	Transformer(s)	1	EA	\$ 150.00	\$ 1,246
4	Racking Piles (~17' long, 11 lb/ft, 1 per 3 modules, w6x9)	1,216	EA	\$ 10.00	\$ 12,160
5	Racking (torque tubes & supports, 8 tubes/day, 10 lb/ft)	70	EA	\$ 50.00	\$ 3,508
6	Tracker Motors (50 lbs/ motor)	3	EA	\$ 449.01	\$ 1,260
7	DC Wiring (~0.05 Lbs/LF)	18,878	LF	\$ 0.10	\$ 1,888
8	AC Wiring (~0.37 Lbs/LF)	13,500	LF	\$ 0.25	\$ 3,375
9	Fiber Optic Cable	0	LF	\$ -	\$ -
10	Fence (weight 3 lb/ft)	2,995	LF	\$ 2.52	\$ 7,560
11	Foundation Removal	1	EA	\$ 1,510.69	\$ 1,511
12	Gravel Access Drive	250	CY	\$ 41.77	\$ 10,443
14	Removal Utility Poles	6	EA	\$ 1000	\$ 6,000
17	Switchgear (800 lb)	1	EA	\$ 5,106	\$ 5,106
19	Equipment Pad	1	LS	\$ 1,500	\$ 1,500
				SUBTOTAL	\$ 59,183
	II. SITE RESTORATION				
20	Re-Seeding	15	AC	\$ 800	\$ 12,000
22	Site Cleanup	15	AC	\$ 250.00	\$ 3,750
				SUBTOTAL	\$ 15,750
	III. OTHER COSTS				
23	Transportation to transfer station (assumes 10 truckloads reqd)	32	MILE	\$ 3.05	\$ 976
24	Panel Disposal (module weight 75 pounds)	137	Tons	\$ 200.00	\$ 27,360
				SUBTOTAL	\$ 28,336
	IV. SALVAGE VALUE				
25	Fencing, Racking, and Foundation Salvage Value (total Weight * Steel Salvage Value)	141	Tons	\$ 100.00	\$ (14,118.31)
	SUBTOTAL COST (Items I, II, III, and IV)				\$ 89,150
				20% CONTINGENCY	\$ 17,830
	TOTAL PRESENT VALUE DECOMMISSIONING COST				\$ 106,980
	<u>Notes:</u>				
	1. Costs derived from RS Means manual Sitework & Landscape Costs				

EXHIBIT B

Surety Bond

DECOMMISSIONING BOND – SOLAR

KNOW ALL MEN BY THESE PRESENTS, that on this 25th day of May, 2022, Schmidt Huser Solar LLC, (“Principal”), with its principal office in the City of Arlington State of Virginia, is held and firmly bound unto the County of Tazewell, Illinois (“County” or “Obligee”) in the sum of Eighty Nine Thousand One Hundred Fifty and xx/100 Dollars (\$89,150) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents. It is understood that the Principal’s obligation will be secured by either:

Surety Bond Number SU1183895 issued by Arch Insurance Company (“Surety”), a Corporation, organized and existing under the laws of the State of Missouri and having its principal office in the City of Philadelphia, State of Pennsylvania. Surety, agrees that it is also held and firmly bound unto the County in the sum mentioned above for the payment thereof and further agrees to bind its successors and assigns, jointly and severally, by these presents. This bond shall not be canceled by the Principal or allowed to lapse or expire. However, in the event that the required bond is canceled by the Surety or lapses due to no fault of the Principal, Principal shall (i) provide the County with not less than sixty (60) calendar days prior written notice that said bond has lapsed or has been canceled due to no fault of Principal and (ii) restore said bond with the same Surety or obtain a replacement bond or acceptable replacement alternative security (Cash or Irrevocable Letter of Credit from an acceptable bank) that receives the approval of the County within thirty (30) calendar days from the date of any notice to Principal that its bond has been canceled or has lapsed. Surety’s liability will be released with a County-approved replacement bond or

acceptable alternative security including cash or an Irrevocable Letter of Credit from an acceptable bank.

WHEREAS, the Principal hereunder has applied for a special use permit for the establishment and operation of a solar energy facility pursuant to Zoning Board Case No. 18-56-S ("Zoning Ordinance");

WHEREAS, the Obligee accepted Principal's Decommissioning Plan of Schmidt Huser Solar Farm, 16340 Springfield Road, Pekin, IL 61554 (insert project description) which estimate is or may be attached hereto for reference.

WHEREAS, the term of this Bond is for one (1) year beginning on the date of construction commencement, and such term shall automatically renew thereafter and until such time that the decommissioning requirements have been fully performed, as determined by the County. Regardless of the number of extensions of this bond, the aggregate liability of the Surety is limited to the penal amount and shall not be cumulative.

WHEREAS, if the Principal does not actually build the solar project for any reason or no reason (the "Project"), or the project is sold and said decommissioning security is replaced with acceptable security, then this Decommissioning Bond shall be terminated and the Surety, Cash or Letter of Credit shall be released to the Principal upon written notice from the Principal to the County addressed to the Community Development Department at: 21314 IL Route 9, Tremont IL, 61568.

NOW, THEREFORE, if the above mentioned Principal shall in all respects promptly and faithfully perform and complete all work specified in and/or described by the Decommissioning Plan; and complies with the requirements set forth in the conditional use permit approval and the Decommissioning Plan; and shall indemnify and save harmless the County against or from all costs, expenses, damages, injury or loss to which the County may be subjected by reason of any negligence, omission or willful misconduct on the part of the Principal, its agents or employees, in the execution or performance of the Decommissioning Plan; and shall pay all just claims for

damages and injury, whether to persons or to property; then this obligation shall be null and void; otherwise it shall remain in full force and effect until otherwise satisfied, as determined by the Obligee.


[Signatures appear on the following page]

IN WITNESS WHEREOF, Principal has caused these present to be executed and its seals
affixed the 25th day of May, 2022.

Principal
By: Schmidt Huser Solar LLC

Sign: _____
Name: _____
Title: _____

Surety
By: Arch Insurance Company

Sign:  _____
Name: Richard Hallett
Title: Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Carla Luger, Gabriel Erle, Leona Evangelista, Ray Canto and Richard Hallett of San Diego, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed. Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

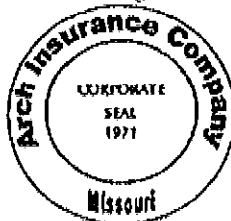
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

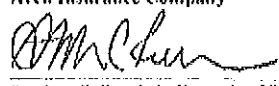
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 15th day of April, 2022

Attested and Certified



Regan A. Shulman, Secretary

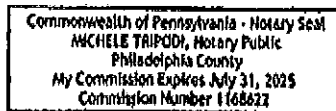


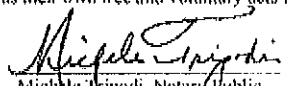
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.





Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney** dated April 15, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of May, 2022.



Regan A. Shulman, Secretary

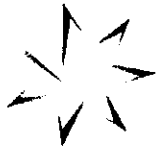
This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*



ARCH INSURANCE COMPANY

Bond Number: SU 1183895

BOND RIDER

To be attached to and form a part of **Decommissioning Bond**, issued by the undersigned company, as Surety on behalf of **Schmidt Huser Solar LLC** as Principal, in favor of **County of Tazewell, Illinois** as Obligee,

Effective **07/25/2022**, the Principal and the Surety hereby agree to amend the attached bond as follows:

Bond Amount is hereby amended:

From: Eighty-Nine Thousand One Hundred Fifty and 00/100 DOLLARS (\$89,150.00)

To: One Hundred Six Thousand Nine Hundred Eighty and 00/100 DOLLARS (\$106,980.00)

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: July 26, 2022

Schmidt Huser Solar LLC
(Principal)

Arch Insurance Company
(Surety)

By: _____
Authorized Representative

By:

DRAFT

Leona Evangelista, Attorney In Fact



County of Tazewell Illinois
(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 865 S. FIGUEROA ST., SUITE 2700, LOS ANGELES, CA 90017
PHONE (213) 283-3500 • FAX (213) 283-2075

TAZEWELL COUNTY HIGHWAY DEPARTMENT

DAN PARR
COUNTY ENGINEER

21308 ILLINOIS ROUTE 9
TREMONT, IL 61568

DParr@Tazewell-il.gov

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

MEMO

FROM: Dan Parr, County Engineer
TO: Summit Ridge Solar, et al
DATE: July 22, 2022
SUBJECT: Haul Routes used for the construction of solar farm facilities along Springfield Road (CH 1) on Parcel 11-11-02-100-031 and along IL Route 9 (FAP 693) on Parcel 11-11-14-200-007

For clarification purposes:

Solar Facility proposed upon parcel 11-11-02-100-031;

The attached road use map for Schmidt Huser fronting Springfield Road is acceptable considering the type and volume of traffic generated by the required construction activities based on the statements of same from Summit Ridge Solar. No additional investigation nor additional financial security is required related to County Highways 1 or 19 being used for this activity.

Solar Facility proposed upon parcel 11-11-14-200-007;

The attached road use map for Pearl Street illustrates the site being along Illinois Route 9 and accessed by Illinois Route 9. Therefore, this route would be under the jurisdiction of the Illinois Department of Transportation, District 4 in Peoria. The Bureau of Operations would be the initial contact at: 309-671-4486 (Mike Harris).

Please feel free to contact me for anything.



Road Use Route Map - Schmidt Huser

Schmid Huser site is location on County Rd 2100 E. Expected county roads to be used include:

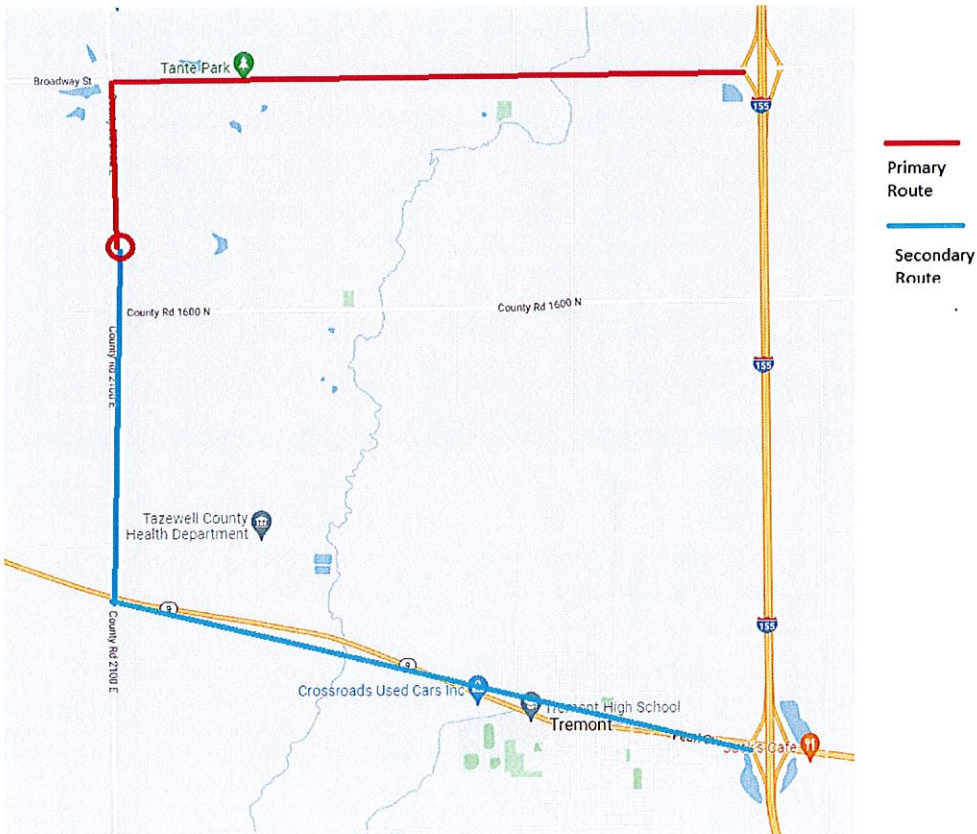
- County Rd 2100 E/Springfield Rd
- County Rd 1700N/Broadway Rd

Current plan is to follow the routes shown on the below photo to access the site from I-155

Types of Vehicles:

- Tractor Trailer/Semi Trucks
- Dump/Gravel Trucks
- Cement mixer/trucks
- Delivery vans (Fedex/UPS and similar)
- Mobile Self-propelled Crane
- Personal/passenger vehicles

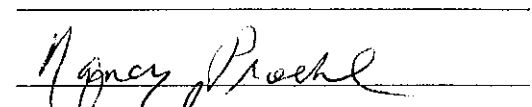
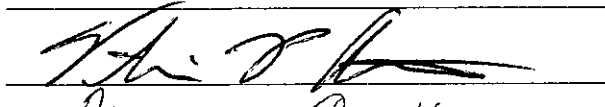
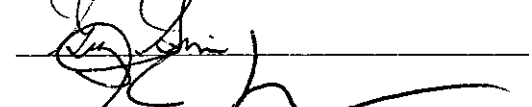
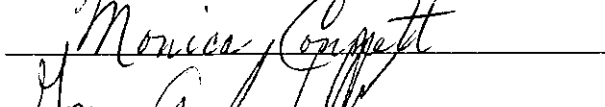
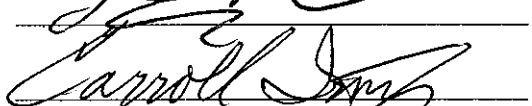
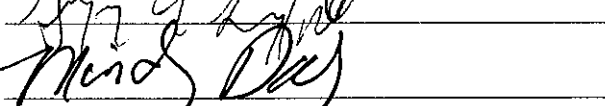
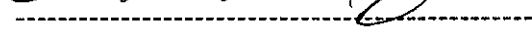

Approximate Maximum weight: 30 tons/ 60,000 lbs



COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Plan for Pearl Street Solar; and; and

WHEREAS, the agreement includes cost estimates and Surety Bond; and

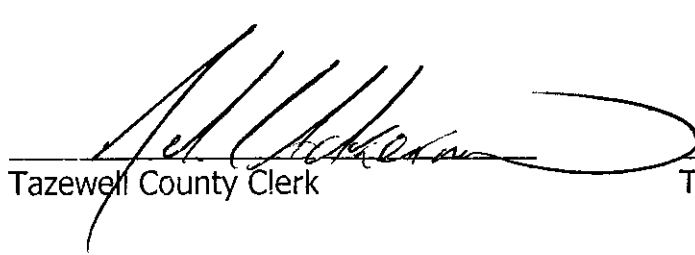

WHEREAS, the decommissioning plan, surety bond and cost estimates are required to be approved by the Tazewell County Board prior to the issuance of a building permit

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 and the Auditor of this action.

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:

	
Tazewell County Clerk	Tazewell County Board Chairman

DECOMMISSIONING AGREEMENT

THIS DECOMMISSIONING AGREEMENT (“Agreement”) is made into as of this ____ day of _____, 2022 (the “Effective Date”) by and between Pearl St Solar 1 LLC (the “Company”), an Illinois limited liability company, and Tazewell County Board of Zoning Appeals (the “County”).

RECITALS

- A. County granted Special Use approval - Case No. 19-03-S, on the following land (“Property”):

P.I.N 11-11-14-200-001- approximately 18+/- acres utilized for Phase 1 located on the Southside of Illinois Route 9 located in part of the Northeast Quarter of Section 14, Township 24 North, Range 4 West of the Third Principal Meridian, Elm Grove Township, Tazewell County, Illinois; Located at (commonly referred to at the Tazewell County Tremont Campus) 21314 Illinois Route 9, Tremont, Illinois.

- B. Company and County now desire to enter into an Agreement on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing Recitals, the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and County agree as follows.

1. **Decommissioning Plan.** Company shall remove the solar farm under the provisions set forth under the attached Decommissioning Plan/Estimate “See Exhibit A” in compliance with Section 156.06 (B)(11)(a) of the Tazewell County Zoning Code of Ordinances.
 - (a) An updated decommissioning plan including estimated costs prepared by an Illinois licensed professional engineer and financial security must be submitted by the Company to the Community Development Administrator every four (4) years.
 - (b) The County Community Development Administrator will review and determine whether the updated estimate is acceptable. If the cost estimate is not acceptable, the Company may have the opportunity to resubmit an updated estimate or the County may have the submitted estimate reviewed by a Illinois licensed professional engineer of their choosing at the expense of the Company.
2. **Solar Farm Removal by Company.** Company shall remove solar farm within six (6) months after a period of twelve (12) months of non- production, or at the end of the solar farm’s life expectancy, whichever occurs earlier. The following activities shall be fully completed:
 - (a) All solar collectors and components, aboveground improvements and outside storage shall be removed.
 - (b) All foundations, pads and underground electrical wires shall be removed, and the site

reclaimed to a depth of four feet below the surface of the ground.

(c) All hazardous material from the property and disposed in accordance with federal and state law.

3. **Surety Bond.** The Surety Bond # **SU 1182651**, insured through Arch Insurance Company, in the amount of \$130,490, "See Exhibit B". The surety bond will guarantee full removal, and/or reclamation of said solar farm located on the Property.

(a) The County shall have access to the financial security funds for the expressed purpose of completing decommissioning if decommissioning is not completed by the project owner within six (6) months of the end of project life or facility abandonment;

(b) Financial security must remain valid through the life of the project.

(c) If the updated cost estimate described in 1(a) differs from the previously submitted estimate, Company shall provide an updated financial surety consistent with the new estimate. At all times the financial surety shall be insured by a provider with a financial strength rating of "A" or higher by AM Best Company, Inc.

4. **Evidence of Solar Farm Removal & Surety Bond Termination.** Company shall provide County final documentation from a third-party licensed engineer or contractor of all removal and reclamation activities for acceptance and termination of surety bond. The bond shall be terminated within 30 days after said County acceptance of final documentation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____, _____, 2022.

Pearl St Solar LLC

By: _____
Print Name: Kerri Neary
Title: Authorized Agent

Tazewell County Board of Zoning Appeals

By: _____
Print Name: _____
Title: _____

EXHIBIT A

(Updated Borrego Decom Plan -Dated 10/6/21)

(See Following Pages)

DECOMMISSIONING PLAN
for
PROPOSED SOLAR DEVELOPMENT
PEARL STREET SOLAR FARM
TAZEWELL COUNTY
TREMONT, ILLINOIS 61568
LAT: 40.533012, LONG: -89.517166

Prepared by:

Summit Ridge Energy.
1515 Wilson Boulevard, Suite 300
Arlington, VA 22209
July 22, 2022



Dale Johnson, PE; License Expiration: 11/30/2023



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ATTACHMENTS

Attachment 1

Decommissioning Estimate

OVERVIEW

Summit Ridge Energy (SRE) has prepared this Decommissioning Plan for a proposed Solar Generating Facility (SGF) in Illinois. The purpose of the Plan is to provide the general scope of work and construction cost estimate for the decommissioning and assurance process. This document outlines the decommissioning activities required to restore the SGF site to a meadow condition that existed prior to construction.

The SGF will produce power using photovoltaics (PV) panels mounted on ground supported galvanized metal piles. The facility will generally include equipment pads, perimeter security fencing, underground electrical conduits, overhead wires and utility poles, and a gravel access driveway.

The reported costs include labor, materials, equipment, contractor's overhead, and profit; the labor costs have been estimated using regional labor rates.

DECOMMISSIONING ACTIVITIES

DISMANTLEMENT, DEMOLITION, AND RECYCLING

The dismantling and demolition of the SGF shall generally include the removal of all solar electric systems, buildings, cabling, electrical components, roads, foundations, pilings, and any other associated facilities.

Following coordination with the local utility company regarding timing and required procedures for disconnection, the SGF connection will be removed from the electrical grid. All electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the panels will be cut at the panel and then removed from their framework by cutting or dismantling the connections to the supports. Modules, inverters, transformers, meters, fans, lighting fixtures, and other electrical structures will be removed. The term "hazardous" will be defined by the laws and regulations in effect at the time of decommissioning. Disposal of these materials at a landfill will be governed by State and Public Local Laws of the County or Town and including the Code of Illinois Regulations (COILR) governing waste disposal at County area landfills, and as may be amended from time to time.

All associated structures will be demolished and removed from the site for recycling or disposal, but no later than within 90 days after the end of energy production. The owner or operator shall notify the Municipal Planning Board by certified mail of the proposed date of discontinued operations and plans for removal.

Consultation with the landowner will determine if the access driveway should be left in place for their continued use. If the access driveway is deemed unnecessary, the contractor will remove the access driveway and restore this area with native soils and seeding. Gravel surface and base coarse will be removed completely. Any "clean" concrete will be crushed and disposed of off-site or recycled (reused either on- or off-site). Sanitary facilities will be provided on-site for the workers conducting the decommissioning of the SGF. Abandoned underground conduits/raceways will be capped at each end

and/or removed in their entirety. Wiring associated with above ground wire hanging systems, such as CAB, will be removed. Above ground power lines and poles that are not owned by the utility will be removed, along with associated equipment (isolation switches, fuses, metering) and holes will be filled with clean and compacted soil.

A significant amount of the components of the photovoltaic system at the facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their resale monetary value, these components will be dismantled and disassembled rather than being demolished and disposed. It is anticipated that materials may be salvaged and some of the costs recovered. It is assumed that the galvanized steel components such as the racking, fencing, and foundation system can be recycled for a market value salvage value. The project general contractor will maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be recycled, reused, and/or disposed of properly.

Erosion and sediment control measures are required during the decommissioning process. These measures include a stabilized construction entrance, silt fence, concrete washout stations, and ground stabilization practices. The owner/operator will restore the project location to a vegetated meadow condition.

As with the project's construction, noise levels during the decommission work will increase. Proper steps will be followed to minimize the disturbance, such as using proper equipment for removing the support piles. Work hours are assumed to be 8 hours a day, during daylight hours. Also, road traffic in the area may increase temporarily due to crews and equipment movements.

A final site walkthrough will be conducted to remove debris and/or trash generated within the site during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed.

SITE STABILIZATION AND RESTORATION

The areas of the SGF that are disturbed (during decommissioning) will require minor grading activities to restore the site to a pre-development condition. Grading is required to establish a uniform and consistent slope; the ground will be stabilized via hydro seeding with the surface treatment approved by the building inspector/planning board, including application of a selected grass seed mix to surfaces disturbed during the decommissioning process. Additionally, minor volumes of soil material will be required to restore the access driveways and concrete equipment pad area. All site stabilization activities will be completed in accordance with the approved Sediment and Erosion Control Plan issued by the local Authority Having Jurisdiction (AHJ). At the time of approval of this plan, it is unknown whether a permit will be required for decommissioning, however, it will be verified with the County prior to commencement.

CURRENT PERMITTING REQUIREMENTS

We anticipate the following permits may be required prior to commencement of the decommissioning work: National Pollution Discharge Elimination Systems (NPDES) and a local Building Permit. However,

because the decommissioning is expected to occur later in the future, the permitting requirements will be reviewed and might be subject to revisions based on local, state, and federal regulations at the time.

SCHEDULE

The decommissioning process is estimated to take approximately sixteen to eighteen (16-18) weeks, but no longer than six (6) months, and is intended to occur outside of the winter season.

SOLAR DECOMMISSIONING ESTIMATE

The decommissioning estimate is based on latest available prevailing labor costs and credits for salvaging project material. Summit Ridge Energy will initiate the re-submission of the updated decommission estimate to the County Community Development Administrator every 4 years following project commencement. The county administrator will review and determine whether the updated estimate is acceptable. If the updated estimated costs differ from the previously submitted estimate, Summit Ridge Energy shall provide an updated financial surety consistent with the new estimate. Any replacement financial surety shall be insured by a provider with an "A" rating or higher. A 20% contingency will be included in each estimate to account for estimate uncertainties.

The detailed cost estimate is included below.

ATTACHMENT 1: DECOMMISSIONING ESTIMATE



**DECOMMISSIONING COST ANALYSIS
PEARL STREET PROJECT**

DATE: 07/22/22



	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	PRESENT COST, \$ ₁
	SYSTEM SIZE	3.0084	MW DC		
	SYSTEM SIZE	2.000	MW AC		
	I. DISASSEMBLY & DISPOSAL				
1	Remove Panels	5,232	EA	\$ 0.58	\$ 3,050
2	Inverter(s)	14	EA	\$ 150.00	\$ 2,100
3	Transformer(s)	1	EA	\$ 150.00	\$ 1,240
4	Racking Piles (~17' long, 11 lb/ft, 1 per 3 modules, w6x9)	1,744	EA	\$ 10.00	\$ 17,440
5	Racking (torque tubes & supports, 8 tubes/day, 10 lb/ft)	101	EA	\$ 50.00	\$ 5,031
6	Tracker Motors (50 lbs/ motor)	4	EA	\$ 313.07	\$ 1,260
7	DC Wiring (~0.05 Lbs/LF)	27,076	LF	\$ 0.10	\$ 2,708
8	AC Wiring (~0.37 Lbs/LF)	18,000	LF	\$ 0.25	\$ 4,500
9	Fiber Optic Cable	0	LF	\$ -	\$ -
10	Fence (weight 3 lb/ft)	3,737	LF	\$ 2.70	\$ 10,080
11	Foundation Removal	1	EA	\$ 1,510.69	\$ 1,511
12	Gravel Access Drive	185	CY	\$ 41.77	\$ 7,727
14	Removal Utility Poles	6	EA	\$ 1000	\$ 6,000
17	Switchgear (800 lb)	1	EA	\$ 5,106	\$ 5,106
19	Equipment Pad	1	LS	\$ 1,500	\$ 1,500
				SUBTOTAL	\$ 69,259
	II. SITE RESTORATION				
20	Re-Seeding	19	AC	\$ 800	\$ 15,200
22	Site Cleanup	19	AC	\$ 250.00	\$ 4,750
				SUBTOTAL	\$ 19,950
	III. OTHER COSTS				
23	Transportation to transfer station (assumes 10 truckloads reqd)	15	MILE	\$ 3.05	\$ 458
24	Panel Disposal (module weight 75 pounds)	196	Tons	\$ 200.00	\$ 39,240
				SUBTOTAL	\$ 39,698
	IV. SALVAGE VALUE				
25	Fencing, Racking, and Foundation Salvage Value (total Weight * Steel Salvage Value)	202	Tons	\$ 100.00	\$ (20,164.85)
	SUBTOTAL COST (Items I, II, III, and IV)				\$ 108,741
				20% CONTINGENCY	\$ 21,748
	TOTAL PRESENT VALUE DECOMMISSIONING COST				\$ 130,490
	<u>Notes:</u>				
	1. Costs derived from RS Means manual Sitework & Landscape Costs				

EXHIBIT B

(Surety Bond)

(See Following Pages)

EXHIBIT B

(Surety Bond)

(See Following Pages)

DECOMMISSIONING BOND – SOLAR

KNOW ALL MEN BY THESE PRESENTS, that on this 12th day of April, 2022, Pearl Street Solar 1, LLC, (“Principal”), with its principal office in the City of Arlington State of Virginia, is held and firmly bound unto the County of Tazewell, Illinois (“County” or “Obligee”) in the sum of Eighty Eight Thousand Six Hundred Ninety Three and 72/100 Dollars (\$88,693.72) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents. It is understood that the Principal’s obligation will be secured by either:

Surety Bond Number SU 1182651 issued by Arch Insurance Company (“Surety”), a Corporation, organized and existing under the laws of the State of Missouri and having its principal office in the City of Philadelphia, State of Pennsylvania. Surety, agrees that it is also held and firmly bound unto the County in the sum mentioned above for the payment thereof and further agrees to bind its successors and assigns, jointly and severally, by these presents. This bond shall not be canceled by the Principal or allowed to lapse or expire. However, in the event that the required bond is canceled by the Surety or lapses due to no fault of the Principal, Principal shall (i) provide the County with not less than sixty (60) calendar days prior written notice that said bond has lapsed or has been canceled due to no fault of Principal and (ii) restore said bond with the same Surety or obtain a replacement bond or acceptable replacement alternative security (Cash or Irrevocable Letter of Credit from an acceptable bank) that receives the approval of the County within thirty (30) calendar days from the date of any notice to Principal that its bond has been canceled or has lapsed. Surety’s liability will be released with a County-approved replacement bond or

acceptable alternative security including cash or an Irrevocable Letter of Credit from an acceptable bank.

WHEREAS, the Principal hereunder has applied for a special use permit for the establishment and operation of a solar energy facility pursuant to Zoning Board Case No. 19-03-S ("Zoning Ordinance");

WHEREAS, the Obligee accepted Principal's Decommissioning Plan of 21314 IL Route 9, Tremont, IL (insert project description) which estimate is or may be attached hereto for reference.

WHEREAS, the term of this Bond is for one (1) year beginning on the date of construction commencement, and such term shall automatically renew thereafter and until such time that the decommissioning requirements have been fully performed, as determined by the County. Regardless of the number of extensions of this bond, the aggregate liability of the Surety is limited to the penal amount and shall not be cumulative.

WHEREAS, if the Principal does not actually build the solar project for any reason or no reason (the "Project"), or the project is sold and said decommissioning security is replaced with acceptable security, then this Decommissioning Bond shall be terminated and the Surety, Cash or Letter of Credit shall be released to the Principal upon written notice from the Principal to the County addressed to the Community Development Department at: 21314 IL Route 9, Tremont IL 61568.

NOW, THEREFORE, if the above mentioned Principal shall in all respects promptly and faithfully perform and complete all work specified in and/or described by the Decommissioning Plan; and complies with the requirements set forth in the conditional use permit approval and the Decommissioning Plan; and shall indemnify and save harmless the County against or from all costs, expenses, damages, injury or loss to which the County may be subjected by reason of any negligence, omission or willful misconduct on the part of the Principal, its agents or employees, in the execution or performance of the Decommissioning Plan; and shall pay all just claims for

damages and injury, whether to persons or to property; then this obligation shall be null and void; otherwise it shall remain in full force and effect until otherwise satisfied, as determined by the Obligee.

[Signatures appear on the following page]


IN WITNESS WHEREOF, Principal has caused these present to be executed and its seals

affixed the 12th day of April, 2022.

Principal
By: Pearl Street Solar 1, LLC

Sign: _____
Name: _____
Title: _____

Surety
By: Arch Insurance Company

Sign:  _____
Name: Richard Hallett
Title: Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Carla Luger, Gabriel Eric, Leona Evangelista, Ray Canto and Richard Hallett of San Diego, CA (EACID)

its true and lawful Attorney(s)in-fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

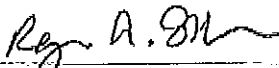
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

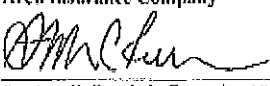
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 21st day of January, 2022.

Attested and Certified

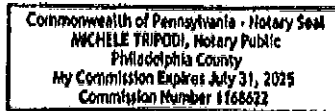

Regan A. Shulman, Secretary

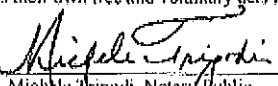


Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

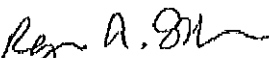



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 21, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of April, 202022.


Regan A. Shulman, Secretary

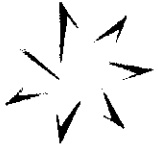
This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*



ARCH INSURANCE COMPANY

Bond Number: SU 1182651

BOND RIDER

To be attached to and form a part of **Decommissioning Bond**, issued by the undersigned company, as Surety on behalf of **Pearl Street Solar 1, LLC** as Principal, in favor of **County of Tazewell, Illinois** as Obligee,

Effective **07/25/2022**, the Principal and the Surety hereby agree to amend the attached bond as follows:

Bond Amount is hereby amended:

From: Eighty-Eight Thousand Six Hundred Ninety-Three and 72/100 DOLLARS (\$88,693.72)

To: One Hundred Thirty Thousand Four Hundred Ninety and 00/100 DOLLARS (\$130,490.00)

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: July 26, 2022

Pearl Street Solar 1, LLC
(Principal)

Arch Insurance Company
(Surety)

By: _____
Authorized Representative

By: **DRAFT**

Leona Evangelista, Attorney-In-Fact



County of Tazewell Illinois
(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

DIRECT CORRESPONDENCE TO:
ARCH INSURANCE COMPANY, 865 S. FIGUEROA ST., SUITE 2700, LOS ANGELES, CA 90017
PHONE (213) 283-3500 • FAX (213) 283-2075

TAZEWELL COUNTY HIGHWAY DEPARTMENT

DAN PARR
COUNTY ENGINEER

21308 ILLINOIS ROUTE 9
TREMONT, IL 61568

DParr@Tazewell-il.gov

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

MEMO

FROM: Dan Parr, County Engineer
TO: Summit Ridge Solar, et al
DATE: July 22, 2022
SUBJECT: Haul Routes used for the construction of solar farm facilities along Springfield Road (CH 1) on Parcel 11-11-02-100-031 and along IL Route 9 (FAP 693) on Parcel 11-11-14-200-007

For clarification purposes:

Solar Facility proposed upon parcel 11-11-02-100-031:

The attached road use map for Schmidt Huser fronting Springfield Road is acceptable considering the type and volume of traffic generated by the required construction activities based on the statements of same from Summit Ridge Solar. No additional investigation nor additional financial security is required related to County Highways 1 or 19 being used for this activity.

Solar Facility proposed upon parcel 11-11-14-200-007:

The attached road use map for Pearl Street illustrates the site being along Illinois Route 9 and accessed by Illinois Route 9. Therefore, this route would be under the jurisdiction of the Illinois Department of Transportation, District 4 in Peoria. The Bureau of Operations would be the initial contact at: 309-671-4486 (Mike Harris).

Please feel free to contact me for anything.



Road Use Route Map - Pearl Street

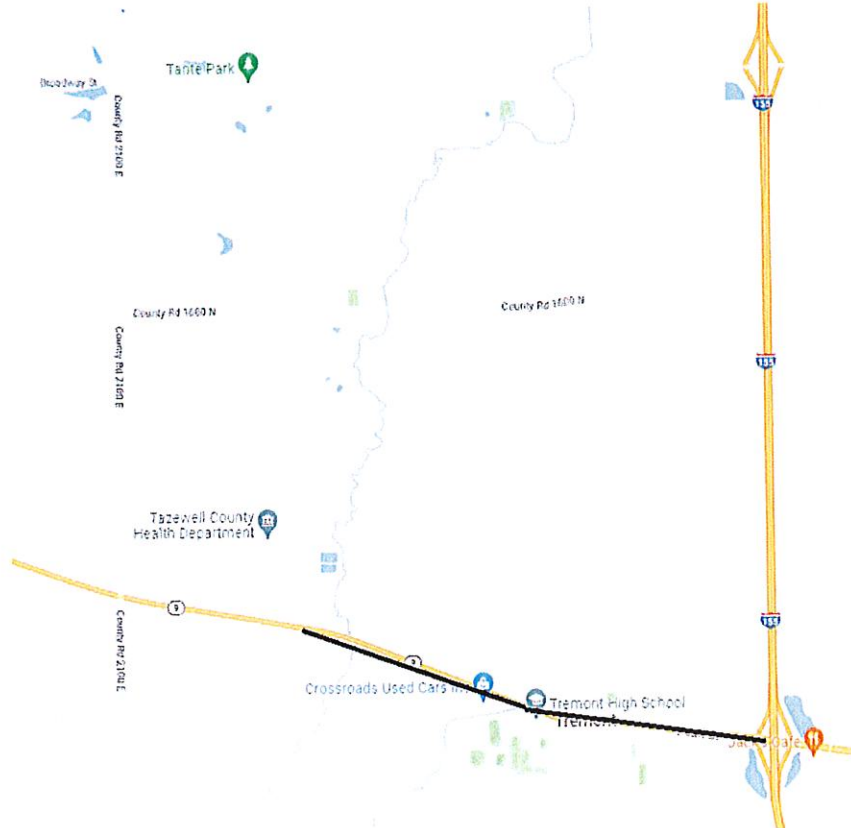
Pearl Street site is on IL-9, which is the only route we expect to use to access the site.

Most traffic is expected to come from I-155 to IL-9 to the site per the below photo. No county roads to be utilized.

Types of Vehicles:

- Tractor Trailer/Semi Trucks
- Dump/Gravel Trucks
- Cement mixer/trucks
- Delivery vans (Fedex/UPS and similar)
- Mobile Self-propelled Crane
- Personal/passenger vehicles

Approximate Maximum weight: 30 tons/ 60,000 lbs




APPOINTMENT


I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Melissa Ketcham, Director of Tazewell County Consolidated Communications – TC3, Pekin to the Emergency Telephone Systems Board for a term commencing July 01, 2022 and expiring November 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

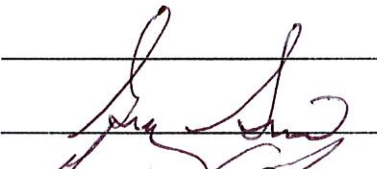
This Committee has reviewed the appointment of Melissa Ketcham to the Emergency Telephone Systems Board and we recommend said appointment be approved.

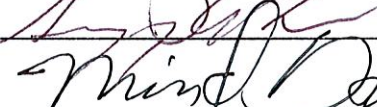




Nancy M. Proebe

Monica Connett





Christy DeJ

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Melissa Ketcham to the Emergency Telephone Systems Board.

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

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman


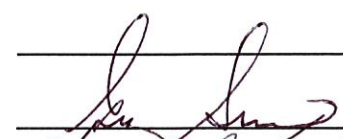
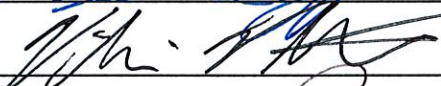
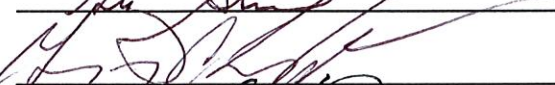
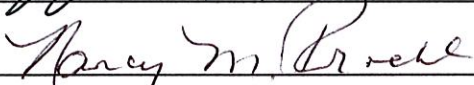

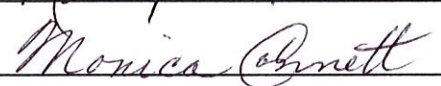

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Michael Kemp, of the Deer Creek Police Department, 106 W. First Ave, PO Box 332, Deer Creek, IL to the Emergency Telephone Systems Board for a term commencing July 01, 2022 and expiring November 30, 2023.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Michael Kemp to the Emergency Telephone Systems Board and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Michael Kemp to the Emergency Telephone Systems Board.

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

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman





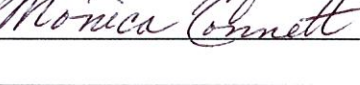
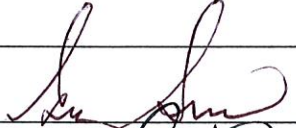

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Carroll Imig of 329 NW Monroe, Hopedale, IL to the Veterans Assistance Commission for a term commencing August 01, 2022 and expiring July 31, 2023.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Carroll Imig to the Veterans Assistance Commission and we recommend said reappointment be approved.

 _____  _____  _____  _____  _____ _____ _____ _____	 _____  _____ _____ _____
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RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Carroll Imig to the Veterans Assistance Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify the VAC Superintendent of this action.

PASSED THIS 27th DAY of JULY, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

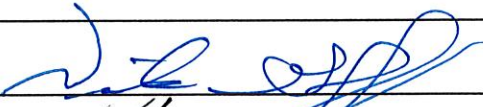

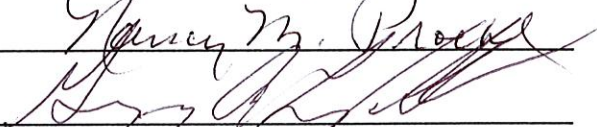
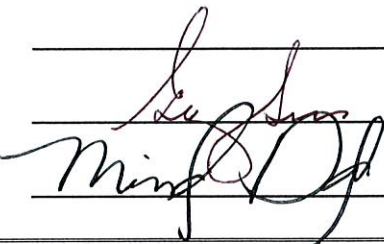

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Gene C. Nafziger of 31740 Lagoon Road, Minier, IL 61759 to the West Fork Drainage District for a term commencing September 07, 2022 and expiring September 02, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Gene C. Nafziger to the West Fork Drainage District and we recommend said reappointment be approved.

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	_____
	
	_____

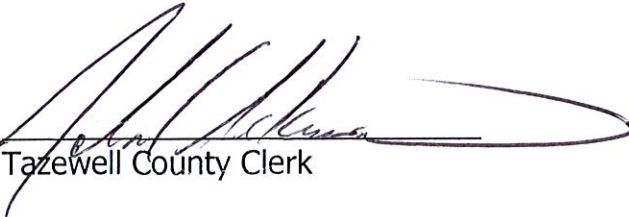
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Gene C. Nafziger to the West Fork Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Kuhfuss & Proehl PC, 342 Elizabeth Street, Pekin, IL 61554 of this action.

PASSED THIS 27th DAY OF JULY, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman