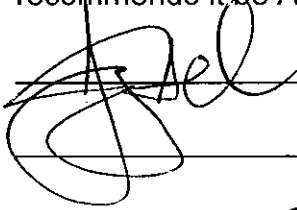
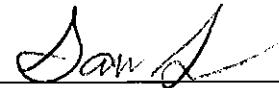


22-02-LU
COMMITTEE REPORT

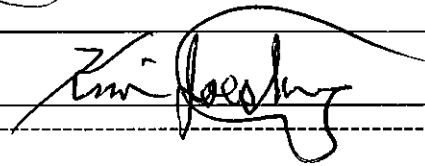
Mr. Chairman and Members of the Tazewell County Board:

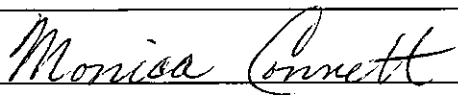
Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:











RESOLUTION

WHEREAS, the Tazewell County Land Use Committee recommend to the County Board to approve the Addendum to Contractual Agreement for Electrical Inspections with Dick Young, an independent contractor, to perform commercial electrical inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

WHEREAS, Contractor will also perform residential electrical inspections, on a as needed basis at the request of the Community Development Administrator; and

WHEREAS, said services are needed as part of the Tazewell County Building and Property Maintenance Code; and

WHEREAS, said services shall be increased from a rate of \$50.00 per inspection with mileage included to a rate of \$65.00 per inspection with mileage included; and

NOW THEREFORE BE IT RESOLVED, that the Tazewell County Board approve this resolution for all inspections from May 1, 2022 until November 30, 2022; and

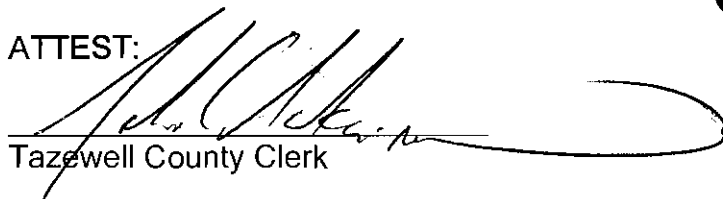
BE IT FURTHER RESOLVED, that the County Clerk shall notify the Community Development Administrator, Dick Young and the County Auditor of this action.

Adopted this 27 day of April, 2022.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICES OF SEPTEMBER 29, 2021

The COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate referred to as "COUNTY" and DICK YOUNG, an independent contractor to perform the services of ELECTRICAL INSPECTOR, referred to as "CONTRACTOR" agreed and entered into a "Contractual Agreement for Electrical Inspections" on September 29, 2021 that remains currently effective. A copy of that agreement is attached hereto for reference purposes.

The COUNTY OF TAZEWELL and DICK YOUNG have agreed to amend the currently effective Contractual Agreement for Electrical Inspections as indicated herein.

Paragraph 2 located at Page 3 of the Contractual Agreement for Electrical Inspections is amended to indicate a rate of \$65.00 per inspection. That Paragraph is amended to read as follows:

2. **Rates/Billing**

The parties agree that Contractor will be compensated by the County, under this agreement as follows:

- a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of \$65.00 per inspection with mileage to be included in the rate.
- b. Services shall be billed to the County on a monthly basis.

All other terms and conditions and provisions of the Contractual Agreement for Electrical Inspections not addressed in this Addendum shall remain in full force and effect.

IN WITNESS THEROF, the parties hereto have executed this ADDENDUM on the ____ the day of April, 2022.

COUNTY OF TAZEWELL, ILLINOIS



J. David Zimmerman
County Board Chairman

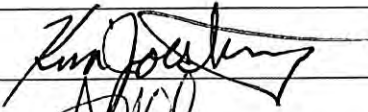
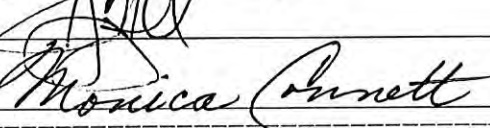

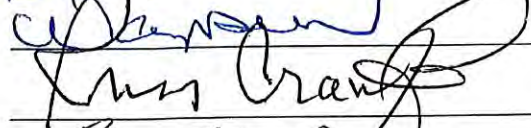

CONTRACTOR

Dick Young
Independent Contractor

LU-21-08
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

 _____  _____ Monica Cornett	 _____  _____  _____ Carroll Jones
--	--

RESOLUTION

WHEREAS, the County's Land Use Committee recommends to the County Board to approve the renewal of a Contractual Agreement for Electrical Inspections with Dick Young an independent contractor to perform commercial electrical inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

WHEREAS, Contractor will also perform residential electrical inspections, on an as needed basis at the request of the Community Development Administrator; and

WHEREAS, said services are needed as part of the Tazewell County Building and Property Maintenance Code Program; and

NOW THEREFORE BE IT RESOLVED, that the County Board approve this recommendation subject to approval of the Community Development's Budget for contractual expenditures.

BE IT FURTHER RESOLVED, that the County Clerk notifies Kristal Bachman, Community Development Administrator, Dick Young and the County Auditor of this action.

Adopted this 29TH day of SEPTEMBER, 2021.



Tazewell County Board Chairman

ATTEST:


Tazewell County Clerk

CONTRACTUAL AGREEMENT FOR ELECTRICAL INSPECTIONS

This agreement entered this 29th day of September 2021, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND DICK YOUNG, an independent contractor to perform the services of ELECTRICAL INSPECTOR, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County has adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Tazewell County Building and Property Maintenance Code Program Tazewell County has adopted the NFPA 70: National Electrical Code 2017;

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. Scope of Work

- a. The County and Contractor hereby agree that Contractor will serve as an ELECTRICAL INSPECTOR, to perform electrical inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as required during the course of this agreement.
- b. Contractor will conduct electrical inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. Contractor understands that the Tazewell County Community Development will, whenever possible, provide twenty-four (24) hours notice of when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed in less than twenty-four (24) hours.
- b. The Community Development Administrator shall be responsible for collecting all fees related to all Electrical Permits.
- c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.
- d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor.

Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

- e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.
- f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contractor will be compensated by the County, under this agreement as follows:

- a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of \$50.00 per inspection with mileage to be included in the rate.
- b. Services shall be billed to the County on a monthly basis

3. **Hold Harmless.**

In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, choses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

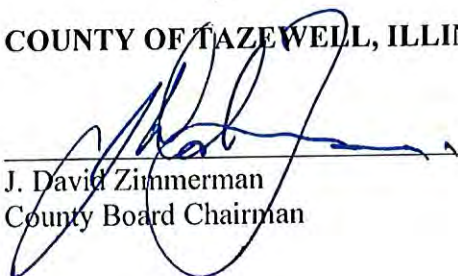
4. **Terms of Agreement.**

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
- b. The validity, interpretation, construction and effect of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

- c. This agreement shall be in full force and effective from December 1, 2021 through November 30, 2022. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

COUNTY OF TAZEWELL, ILLINOIS



J. David Zimmerman
County Board Chairman

CONTRACTOR

Dick Young
Independent Contractor

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to authorize the acquisition of #1 S. Capitol Street; and

WHEREAS, the Commercial Real Estate Sales Contract attached defines the terms.

THEREFORE BE IT RESOLVED that the County Board approve this purchase and authorize the Board Chairman to execute any real estate documents necessary to complete the transaction.

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

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMERCIAL REAL ESTATE SALES CONTRACT

THIS COMMERCIAL REAL ESTATE SALES CONTRACT is made by and between **THE COUNTY OF TAZEWELL, STATE OF ILLINOIS**, an Illinois municipal corporation, exercising its governmental authority under and pursuant to the 1970 Constitution of the State of Illinois, and the Illinois County Code (55 ILCS 5/1 et. seq) ("Buyer"), and **TOBIN BROTHERS DEVELOPMENT CORP**, an Illinois corporation ("Seller").

WITNESSETH:

Seller agrees to sell, and Buyer agrees to purchase upon the terms and conditions herein the real estate, and all improvements thereon in Pekin, Illinois, commonly known as 1 S. Capitol Street, Pekin, Illinois, described on the attached Exhibit "A", including Seller's rights, title, and interest in and to adjacent streets and rights-of-way, hereinafter designated as the "Property."

1. Purchase Price. Buyer agrees to pay Seller the total sum of \$225,000.00. Buyer has paid \$0.00 as earnest money to be held in the escrow account of the Seller's attorney for delivery to Seller at time of closing. The balance of the purchase price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Seller when closed, in cash, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to Seller. Any funds tendered at closing in the amount of \$50,000 or greater shall be in the form of "good funds" defined to be either wired funds, government checks, or title company escrow checks that are acceptable to the closing agent. Any other source of funds shall be provided to and deposited by the closing agent in advance of the closing in accordance with the closing agent's "good funds" policy.

2. Financing. This Contract is not subject to conditions or arrangements relating to the financing of Buyer's purchase.

3. Closing. The closing shall be held on or before 5:00 P.M. on May 31, 2022, or such other time as may be mutually agreed in writing. The closing shall be held at the office of Buyer's lender, or closing agent, Seller's broker or attorney, or such other place as the parties may agree. If the closing is delayed past the closing date due to the fault of either party, even if this transaction is subsequently closed, the defaulting party shall pay damages as provided for in this Contract. The non-defaulting party will be entitled to collect damages as soon as the default occurs, and the notice and cure provisions provided for in paragraph 15 are not applicable to this paragraph.

4. Possession. Possession is delivered when Seller has vacated and delivered

the keys to the Property to Buyer. If Seller does not give possession on the date provided for in this Contract, Buyer may seek possession by any means available in law or equity. Prior to possession, Seller shall remove all debris and personal property not sold to Buyer. If Seller fails to provide Buyer with possession on the date provided for in this Contract, Buyer will be entitled to collect damages upon the failure to provide possession. The notice and cure provisions at paragraph 15 of this Contract are not applicable to this Contract are not applicable to this paragraph.

(a) Possession at Closing. Seller shall deliver possession at the time of closing, free and clear of all tenancies.

5. Conveyance. Seller's conveyance shall be by a recordable Corporate Warranty Deed, subject only to exceptions herein, at the closing of this transaction upon Buyer's compliance with the terms of this Contract. Seller shall also provide the state and county transfer tax declarations and any other transfer tax declaration, or zoning exemption certificate.

6. Seller's Representations. Seller hereby represents and warrants to Buyer that:

(a) **Organization.** Seller is a corporation organized, existing and in good standing under the laws of the State of Illinois. The President of Seller is Timothy J. Tobin.

(b) **Authorization.** The Seller has the power to enter, and by proper action has been duly authorized to execute, deliver, and perform, this Contract and will deliver to the Buyer, dated as of the Closing Date, certified copies of the Articles of Organization, Bylaws, Authorizing Resolutions, and Incumbency Certificates.

(c) **Non-Conflict or Breach.** Neither the execution or delivery of this Contract, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Contract, conflict with or result in a breach of any of the terms, conditions or provisions of the Sellers organizational documents or any restriction, agreement, or instrument to which the Seller is now a party or by which the Seller is bound.

(d) **Pending Lawsuits.** There are no lawsuits either pending or, to the best of Seller's knowledge, threatened that would affect the ability of the Seller to proceed with the sale of the Property as of the Closing Date.

(e) Seller is the fee simple owner of the Property, and that Seller has the full right and authority to enter into this Contract and to sell the Property to Buyer in accordance with the terms and conditions of this Contract.

(f) To the best of Seller's knowledge and belief, (1) the Property has never been used for chemical manufacturing, printing, waste disposal, storage or dispensing of chemicals, or hazardous substances, or as a landfill or dump; (2) the Property contains no underground tanks or pipes of any kind; and (3) the Property contains no hazardous wastes or chemicals.

(c) The Property is not subject to any special assessments and there have been no public improvements made which can result in any special assessments against the Property.

(d) The Property is used as an office building.

Seller and Buyer agree that this Paragraph 6 shall survive the closing of the sale under this Contract.

7. Conditions Precedent.

(a) Buyer's obligations under this Contract are subject to the following conditions and contingencies which must be satisfied at or before the Closing:

(1) Buyer obtaining a title commitment from the Title Company showing that the state of title to the Property is satisfactory to Buyer and that the Property is subject to no liens, encumbrances, defects, restrictions, conditions, easements or other agreements, (other than deeds of trust or mortgages which will be paid at the closing by Seller), which would render the Property unmarketable or which would hinder, prevent or make more expensive Buyer's proposed development of the Property. Promptly after receipt of the commitment described in paragraph 8, Buyer shall notify Seller in writing of any objections thereto. Should Buyer fail to notify Seller of any objections within ten (10) days of Buyer's receipt of the commitment, Buyer shall be conclusively deemed to accept the condition of title as reflected in the commitment. Seller shall have thirty (30) days from the date of Buyer's notice of such defects to make a good-faith effort to cure such defects and to deliver to Buyer a revised Title Commitment showing the defects identified by Seller have been cured or removed. If such defects are not cured by Seller within said 30-day period, Buyer may terminate this Contract by written notice to Seller within five (5) days after the expiration of the period within which to cure the defects.

(2) That there are no pending or threatened condemnation or similar proceedings affecting the Property or any part thereof and there are no special assessments or any impact fees affecting the Property or any part thereof.

(3) That there are no unpaid charges, costs, or expenses for work in, on, or upon the Property which might form the basis for a claim or affixation of any type of mechanic's, materialman's, laborer's, artisan's, or statutory lien.

(4) That the only party in possession of any portion of the Property is the Seller.

(5) That the Property has full and free access to and from public highways, streets, or roads, and that there is no pending or threatened governmental proceeding which would impair or limit such access.

(6) That there are water, sewer, gas, telephone, and electricity lines to the Property which are sufficient to service Buyer's use of the Property at normal costs and rates.

(7) That no condition, easement, or restriction affecting the Property, in Buyer's sole judgment, would hinder, prevent, or make more expensive Buyer's use of the Property.

(8) That Seller's representations and warranties are true and correct to the best of Seller's knowledge and belief as of the date of this Contract (as defined below) and as of the date of the closing.

If the conditions set forth above are not met at or before the time of the Closing, Buyer shall have the right to provide notice to Seller of such failure, and demand that the terms or conditions be satisfied. If Seller fails or refuses to satisfy the terms and conditions set forth above, Buyer shall have the right to terminate this Contract, whereupon the earnest money shall be returned to Buyer, and both Seller and Buyer shall be released from all liabilities and obligations under this Contract.

(b) While this Contract is in effect, Seller shall (1) not enter into or amend any agreements affecting the Property; (2) make all payments and otherwise perform the obligations under any promissory note and mortgage or deed of trust securing such note which encumbers the Property; and (3) not engage in any action which would adversely affect the ownership or condition of the Property, including but not limited to the contracting for services or materials for the Property which are not paid for in full prior to the Closing. Seller shall fully cooperate with Buyer in Buyer's attempt to satisfy the conditions and contingencies in Paragraph (7)(a) above; provided, however, Seller shall not be obligated in any way to pay or incur any expense under this Paragraph (7).

8. **Title Commitment.** Seller shall, at Seller's sole cost and expense, order within ten (10) days from the date of this Contract, and Seller shall deliver, within twenty-five (25) days of the date of this Contract, to Buyer showing Seller's merchantable title in the Property a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the Property is located, committing the company to issue an ALTA policy insuring title to the Property in Buyer for the amount of the purchase price. With such Title Commitment, Seller shall also furnish Buyer with one (1) copy of all documents affecting the Property. Seller shall pay all title examination, abstracting fees, or other expenses charged by the Title Company for the purpose of issuing the Title Commitment and the final Owners Title Policy.

(a) Permissible exceptions to title shall include only: (a) the lien of general taxes not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; (e) items assumed by Buyer hereunder; (f) any lien which may be removed by the payment of money from the purchase price at closing; (g) covenants and restrictions of record; and (h)

reservation of mineral title; provided, none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the Property or if they materially restrict the reasonable use of the Property.

(b) If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of the exceptions to Seller within a reasonable time, but not later than five (5) days before the closing date. Seller shall have a reasonable time (but not later than the closing date) to have the title exceptions removed. If Seller is unable to cure the exceptions or if any extension beyond the closing date would result in the expiration or adverse change in the terms of Buyer's loan commitment, then Buyer shall have the option to terminate this Contract and Seller shall refund the earnest money.

9. Owner's Title Policy. Seller shall, at Seller's sole cost and expense, deliver to Buyer at closing or as soon thereafter as possible, an Owner's Policy of title insurance for the full amount of the purchase price issued in accordance with the form of Commitment so approved by Buyer without any intervening liens, encumbrances, or exceptions.

10. Seller's Closing Obligations.

(a) **Deed.** At the closing, Seller shall deliver to Buyer or to such person, limited liability company or corporation as Buyer may nominate a fully executed Corporate Warranty Deed, conveying the Property in fee simple, free and clear of all encumbrances, defects, restrictions, conditions, easements, or other agreements not approved by Buyer.

(b) **Release of Mortgages.** At the closing, Seller shall pay in full and release of record all deeds of trust, mortgages, liens, and encumbrances which are liens on the Property.

(c) **Title Company Documents.** At the closing, Seller shall execute, acknowledge and deliver such affidavits, resolutions, and other documents which the Title Company shall reasonably require in order to issue the title policy described in Paragraph 9 above and to omit from the title policy all exceptions for judgments, bankruptcy, mechanic's liens, and encumbrances.

(d) **Owner's Title Policy.** At the Closing, or as soon thereafter as possible, Seller shall deliver to Buyer the Owner's Title Policy described in Paragraph 9 above.

(e) **Other Documents.** All other previously undelivered documents required to be delivered by Seller to Buyer at or prior to the Closing pursuant to this Contract.

11. Fixtures and Personal Property. Seller shall convey all existing improvements and fixtures (unless leased), including but not limited to all attached carpeting and other attached floor coverings, all attached cooling, heating, plumbing and electrical systems and all available screens, storm sashes and combination doors, window shades and blinds, curtain rods,

awnings, sump pump, ceiling fans, water softener, built-in appliances, and cabinets, planted vegetation, radiator covers, and security system. All included items shall be left on the Property at closing and are included in the sale price. Items of personal property will be addressed and dealt with by a separate agreement between the parties.

(a) The following additional items are included in the sale and title shall pass at closing: NONE.

(b) The following items are retained by Seller and are excluded from this Contract: NONE.

12. Condition of Premises. Buyer acknowledges inspection of the Premises and accepts same in condition.

13. Taxes. Seller shall pay the 2020 real estate taxes payable in 2021. Buyer shall pay all real estate taxes for years 2021 (payable in 2022) and thereafter, without any proration. Special assessments which are a lien upon the real estate as of the date of closing shall be Seller's expense and paid in full at closing or a credit for same allowed Buyer. Transfer taxes shall be paid by Seller. All prorations at closing shall be final.

14. Condemnation. If any of the Property is taken by Eminent Domain proceedings prior to the date of closing or if any condemnation proceedings against the Property, or any part thereof, are pending on the date of closing, then Buyer may terminate this Contract by written notice to Seller, the earnest money shall be returned to Buyer, and both Seller and Buyer shall be released from all liabilities and obligations under this Contract.

15. Default. If either party does not perform any obligation under this Contract (a "default"), the non-defaulting party shall give written notice of the default to the defaulting party. Notice must be given no later than seven (7) days after the scheduled closing date (or any written extension thereof) or possession. Failure to provide the notice shall limit available remedies of the non-defaulting party to recovery of the earnest money deposit. If notice is properly given, and the defaulting party does not cure the default within 10 days of the notice, the non-defaulting party may pursue any remedy available in law or equity, including specific performance. Amounts recoverable for damages are not limited to the amount of the earnest money deposit. In the event of litigation, the defaulting or losing party shall pay upon demand the reasonable attorney's fees and court costs (if any) incurred by the prevailing party. For purposes of this paragraph, the term "attorney's fees" shall mean and include the fees of attorneys and paralegals whether incurred for the purpose of preparation, research, negotiation, trial, appellate, collection or otherwise.

16. Assignment. This Contract may not be assigned by Buyer without the prior written consent of Seller.

17. Right to Enter Property. Buyer, its employees and/or agents shall have the right and permission from the date hereof to enter upon the Property, or any part thereof, at all reasonable times and from time to time upon the giving of no less than 48 hours' advance notice, for the purpose, at Buyer's cost and expense, of making all tests provided for hereunder. Buyer shall indemnify and hold harmless Seller from and against any mechanic's, materialman's, laborer's, or artisan's liens or other statutory liens or claims that may be filed or asserted against the Property or Seller by the contractors, subcontractors, or materialmen performing such work for Buyer. If Buyer terminates this Contract under the terms hereof, then Buyer shall, upon Seller's request, furnish Seller a copy of such tests or inspection reports prepared for Buyer.

18. Force Majeure. If Seller or Buyer are delayed or hindered in or prevented from the performance of any act required hereunder by reason of a natural disaster, strikes, lockouts, labor trouble, governmental authority, riots, insurrections, war or other causes which are not in the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give written notice to the other party, specifying the cause for the delay, and thereupon performance of such act shall be excused for such period of delay.

19. Conduct of Business. Seller agrees that from and after the date of this Contract and through the Closing, except as permitted by this Contract or otherwise consented to in writing by Buyer, the Property will be operated and conducted only in the ordinary course and consistent with past practices except that Seller shall take such action as may be necessary to preserve the Property and to comply with all applicable laws, ordinances, regulations and orders of all governmental agencies and regulatory authorities.

20. Prorations. Premiums on any insurance policies assigned to Buyer, rents, and private service contracts, if any, shall be prorated as of the closing date. Buyer shall be given a credit for any security deposits held by Seller.

21. Realtor's Commission. Buyer has not, and Seller represents to Buyer that it has not, dealt with any broker, agent, or finder in connection with the transaction; no commissions, finder's fees or broker's fees have been incurred; and Seller and Buyer shall not be responsible for any such commissions or fees incurred by the other party or by any affiliate thereof.

22. Post-Closing Salvage Rights. For a period of ninety (90) days after the date of the closing, Seller shall be entitled to remove from the Property any building materials, construction materials or other components of the building on the Property that Seller shall desire, specifically excluding any materials that are the property of or owned by utility companies or others. Seller shall pay all cost of removal, and Buyer shall not be required to incur any cost in connection therewith. Seller shall hold Buyer free, harmless, and indemnified from and against any and all claims, damages, actions, causes of action, liability, responsibility, obligations, contingencies,

costs, and expenses arising out of or in any way connected with the activities of Seller in removing such materials.

(a) The provisions of this paragraph shall survive the closing of this Contract and the transactions contemplated hereby for eighteen (18) months following the Closing.

23. Miscellaneous.

(a) Time is of the essence in this Contract.

(b) All notices allowed or required to be given hereunder must be in writing and either personally delivered or dispatched by United States certified mail, return receipt requested, to the addresses shown hereafter. Either party hereto may change the address to which any such notice is to be addressed by giving such notice in writing to the other party of such change. Any time limitation provided for in this Contract shall commence with the date that the party actually received such written notice, and the date of postmark of any return receipt indicating the date of delivery or refusal to accept such delivery of such notice to the addressee shall be conclusive evidence of such receipt.

To Seller:
Tobin Brothers Development, Inc.
Attn: Timothy J. Tobin
4214 Romewest Road
Chillicothe, Illinois 61523

To Buyer:
Tazewell County
Attn: Greg Longfellow
11 S. 4th Street
Pekin, Illinois 61554

With a copy to:
Gary E. Schmidt
301 SW Adams
Suite 700
Peoria, Illinois 61602

With a copy to:
Black, Black & Brown
Attn: Robert W. Brown, Jr.
115 Washington Square
Washington, Illinois 61571

(c) This Contract constitutes the entire agreement between Seller and Buyer, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, either oral or written, between them concerning the Property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this Contract shall be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

(d) The headings, captions, number systems, etc., are inserted only as a matter of convenience and may, under no circumstances, be considered in interpreting the provisions of this Contract.

(e) Should any of the dates herein provided or should the last day for the performance of any act or for the giving of any notice fall on a Saturday, a Sunday, or a generally recognized United States banking holiday, then the time for performance

or the giving of notice shall be extended to the next following business day that shall not be a Saturday, a Sunday, or a generally recognized United States banking holiday.

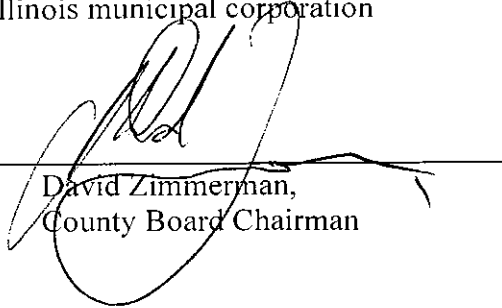
(f) All the provisions of this Contract shall be binding upon the personal representatives, heirs, successors and assigns of both parties hereto.

(g) The individuals signing this Contract are doing so as the actual and apparent duly authorized agents of the entities for which they are acting. The undersigned, on behalf of Seller, certifies Seller is an Illinois corporation, having its principal place of business in the State of Illinois, is in good standing in the State of Illinois, and has full authority to sell the above-described Property. The undersigned, on behalf of Seller, further certifies that the undersigned has the authority, both actual and apparent, to enter into and execute this Contract. The undersigned, on behalf of Buyer, certifies Buyer is an Illinois municipal corporation, having its principal place of business in the State of Illinois, is in good standing in the State of Illinois, and has full authority to purchase the above-described Property. The undersigned, on behalf of Buyer, further certifies that the undersigned has the authority, both actual and apparent, to enter into and execute this Contract.

DATED this _____ day of _____, 2020.

TAZEWELL COUNTY
an Illinois municipal corporation

By



David Zimmerman,
County Board Chairman

BUYER

**TOBIN BROTHERS DEVELOPMENT,
INC.**, an Illinois corporation

By

Timothy J. Tobin, President

ATTEST:

Timothy J. Tobin, Secretary

SELLER

EXHIBIT "A"
Legal Description

Lots 8 and 9 in the ORIGINAL TOWN, now city of Pekin, situated in
TAZEWELL COUNTY, ILLINOIS.

(this legal description can be supplemented at a later date to provide a more
accurate description)

PIN: 04-04-34-438-015

Commonly known as: 1 S. Capitol Street, Pekin, Illinois 61554

COMMITTEE REPORT

F-22-09

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:

Candy Long

Joe Smith

W. H. H.

Dale Mungus

Nancy M. Traub

Sammy Rich Stinson

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer request for Court Services:

- Transfer \$7,000 from Contractual Line Item (100-132-5256) to Officer Safety Equipment Line Item (100-132-5555)

WHEREAS, this transfer is needed to replace expired bullet-proof vests as well as obtain new vests.

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

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

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:

[Signature]
 Tazewell County Clerk

[Signature]
 Tazewell County Board Chairman

**THE CIRCUIT COURT OF THE TENTH JUDICIAL DISTRICT
OFFICE OF COURT SERVICES**

**334 ELIZABETH STREET * SUITE 100
PEKIN, IL 61554
309-477-2281**

Date: April 4, 2022

To: Finance Committee

From: John Horan
Director of Probation and Court Services

Subject: Line Item Transfer

Transfer Request

Transfer \$7,000.00

From: Contractual

Line Item # 100-132-5256

To: Officer Safety Equipment

Line Item # 100-132-5555

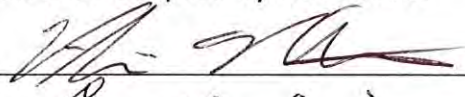
Purpose for Transfer of Funds: We need these funds to replace the expired bullet-proof vests for our veteran officers, as well as, obtain vests for our new officers.

COMMITTEE REPORT

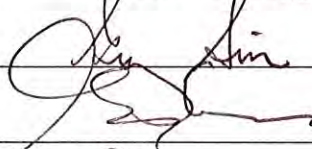
F-22-10


Mr. Chairman and Members of the Tazewell County Board:

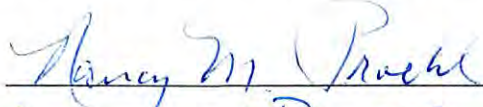
Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

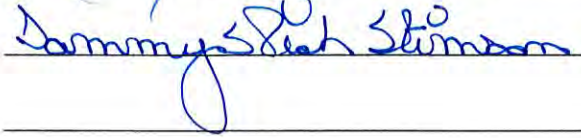


 Carol Ann Smith









RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve the attached Agreement between Tazewell County and Hopedale Medical Complex for the Tazewell County employees; and


WHEREAS, Hopedale Medical Complex agrees to continue this agreement for discounted charges for Tazewell County employees and their dependents utilizing the services of Hopedale Medical Complex as part of the Tazewell County's health insurance program through May 31, 2025.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Hopedale Medical Complex, the Human Resources Department and the Auditor of this action.

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:



 Tazewell County Clerk



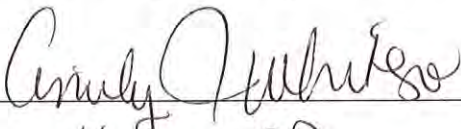
 Tazewell County Board Chairman

**AGREEMENT BETWEEN TAZEWELL COUNTY
AND HOPEDALE MEDICAL COMPLEX**

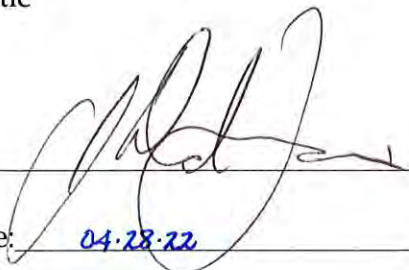
In consideration of the provisions provided herein, Tazewell County and Hopedale Medical Complex agree to enter into an agreement for discounted charges for Tazewell County employees and their dependents utilizing the services of Hopedale Medical Complex as part of the Tazewell County's health insurance program. Upon execution of this Agreement, any prior agreements regarding reimbursement discounts between the parties are replaced with this Agreement effective on the date set forth in Paragraph 3 below.

1. Inpatient Reimbursement of Covered Expenses: A discount of 30% shall be applied to all charges. For inpatient claims exceeding \$10,000.00 in charges, an additional 5% discount shall be applied if paid within 35 days of submission of a clean claim.
2. Outpatient Reimbursement of Covered Expenses: A discount of 35% shall be applied to all charges.
3. This agreement shall take effect for claims paid on or after June 1, 2022, and terminate on May 31, 2025, unless extended by mutual consent of both parties.
4. If Hopedale Medical Complex raises its charges in excess of 3% in any one year, Tazewell County shall have the right to renegotiate this agreement.
5. Hopedale Medical Complex recognizes that Tazewell County has an exclusive agreement with Unity Point - Methodist for hospital services in Peoria County and that Tazewell County pays 0% at any other hospital in Peoria County. Hopedale Medical Complex will, therefore, make every effort to transfer patients to Tazewell County's preferred hospital in Peoria County; but the ultimate decision on where services are provided will lie with the patient and his/her attending physician.

HOPEDALE MEDICAL FOUNDATION,
d/b/a HOPEDALE HOSPITAL, an
Illinois not-for-profit corporation

By: 
Date: 4/6/22

TAZEWELL COUNTY, a body
politic

By: 
Date: 04.28.22



Hopedale Medical Complex

April 6, 2022

Writer's Dial Direct
(309) 449-4394

Angela Hutton
HR Director
Tazewell County
11 South 4th Street, Suite 114
Pekin, IL 61554

Email: AHutton@tazewell.com

Re: Hopedale Medical Complex Contract

Dear Angela:

Enclosed please find two originals of an Agreement Between Tazewell County and Hopedale Medical Complex as requested in your email of April 4, 2022. If this document meets with the approval of the Tazewell County Board, please have it signed and return one original to me in the enclosed, self-addressed and stamped envelope provided for your convenience.

If you have any questions or concerns, please do not hesitate to contact me.
Thank you.

Thank you.

Very truly yours,

Emily J. Whitson
COO

EJW:bsp
Enclosures

RECEIVED
APR 11 2022
TASZEVELL COUNTY
PEKIN, ILLINOIS

HOPEDALE
HOSPITAL

HOPEDALE
NURSING
HOME

HOPEDALE
COMMONS

PREMIER INDEPENDENT &
ASSISTED LIVING

HOPEDALE
WELLNESS
CENTER

MIDWEST
VASCULAR
INSTITUTE

MEDICAL ARTS
PHYSICIANS'
OFFICES

DIAGNOSTIC
SERVICES

HOPEDALE
PHARMACY

SATELLITE
DOCTORS'
OFFICES

ATLANTA
DELAVAN
MACKINAW
MANITO
TREMONT

REHABILITATION &
SPORTS MEDICINE

MISS MONA'S
CHILDCARE

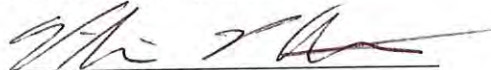
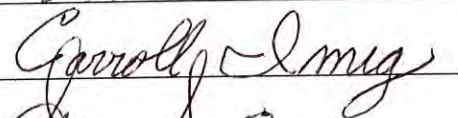
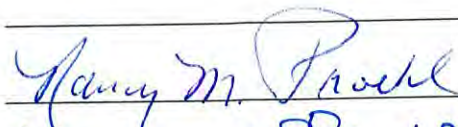
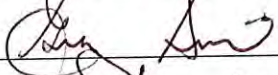
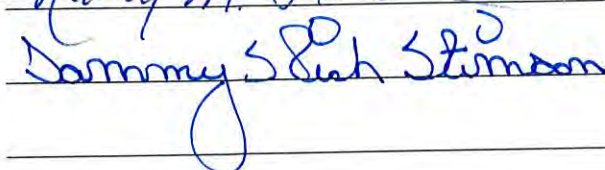

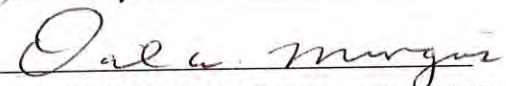
ORTHOPEDIC
SERVICES

COMMITTEE REPORT

F-22-11

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 Agreement between Tazewell County and UnityPoint Health for Tazewell County employees; and

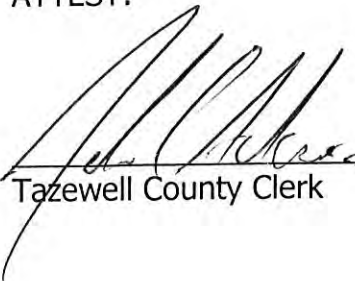
WHEREAS, the contract term of discounted charges for Tazewell County employees and their dependents utilizing their services as part of the Tazewell County's health insurance program is for five years effective June 01, 2022 through May 31, 2027.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, UnityPoint Health, the Human Resources Department and the Auditor of this action.

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

**UNITYPOINT HEALTH PLUS
PHYSICIAN HOSPITAL ORGANIZATION AGREEMENT
EXCLUSIVE**

For

Tazewell County Employees

UnityPoint Health Plus
221 N.E. Glen Oak Avenue
Peoria, Illinois 61636
Telephone Number: (309) 671-8231

**PHYSICIAN HOSPITAL ORGANIZATION
AGREEMENT**

THIS AGREEMENT, (“Agreement”) is entered into as of the 1st day of June, 2022 by and between Health Plus Inc., d/b/a UnityPoint Health Plus an Illinois corporation (“HP”) and Tazewell County Employees (“Organization”).

RECITALS

WHEREAS, Organization has established a self-insured employee health benefit plan (“Benefit Plan”), which includes incentives for Members to use the services of HP Participating Providers; and

WHEREAS, Organization desires to designate HP Network Providers as a Participating Providers with respect to Organization’s Benefit Plan;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable considerations, HP and Organization agree as follows:

1. DEFINITIONS

- 1.1 “Benefit Plan” means the plan of employee health care benefits established and maintained by Organization that describes eligibility to participate, funding, covered services, benefits, and the terms and conditions on which benefits will be paid to or on behalf of eligible Members, and that provides financial incentives for Members to use the services of Participating Providers. Any plan providing for workers compensation benefits, automobile liability and disability plans shall not be considered to be a Benefit Plan hereunder.
- 1.2 “Billed Charges” means Participating Provider’s usual and customary charges.
- 1.3 “Clean Claim” means a properly completed paper or electronic billing instrument submitted by Participating Provider containing all reasonably necessary information that does not involve coordination of benefits for third-party liability, pre-existing condition investigations, or subrogation, and that does not involve the existence of particular circumstances requiring special treatment that prevents a prompt payment from being made.
- 1.4 “Copayment, Coinsurance and Deductible” mean charges, as determined under a Member’s Benefit Plan, for which the Member is financially responsible and which should be collected directly by a Participating Provider from a Member.
- 1.5 “Covered Hospital Services” means those health care services that Participating Provider is equipped, staffed, and licensed to provide and which Participating Provider usually and customarily furnishes to persons admitted as inpatients or outpatients of Participating Provider, or persons who present in the emergency room of Participating Provider. In

addition, to the extent set forth in Attachment A, Hospital Services shall include home care services, hospice services and home infusion services provided through those companies listed in Attachment A or in the provider directory.

- 1.6 “Covered Services” means those health care services for which benefits are payable to or on behalf of Members under the terms of the Health Benefit Plan.
- 1.7 “Discounted Charges” means the rates set forth in Attachment A.
- 1.8 “Member” means any person who is eligible for benefits for Covered Services under the terms and conditions of the Benefit Plan.
- 1.9 “Participating Provider” means a health professional or entity or institutional health provider that has entered into a written agreement with HP to provide certain health services to Members.
- 1.10 “Utilization Review” means the function performed by Organization or an entity designated by Organization, to review and determine whether health services provided, or to be provided, are Covered Services under the terms of the Benefit Plan.

2. TERM AND TERMINATION

- 2.1 Term. This Agreement shall become effective on June 1st, 2022 and shall continue in effect for five (5) years thereafter through May 31st, 2027.
- 2.2 Termination With Cause. Except as provided in Section 5.8 below, either Party may terminate this Agreement for cause upon the material breach of the Agreement by the other party, provided that the terminating party first gives the breaching party written notice of such termination specifically identifying the alleged material breach and the breaching party fails to cure or substantially cure the material breach within thirty (30) days of receiving said notice.
- 2.3 Rights Upon Termination. Upon termination of this Agreement, Participating Provider shall continue to provide Covered Services to Members then inpatients of Participating facility and entitled to services pursuant to the Benefit Plan until such Members are discharged or transferred consistent with sound medical practice. Organization shall pay Participating Provider in accordance with Attachment A of this Agreement for services rendered by Participating Provider to such Members for a maximum of thirty (30) days following the termination; thereafter, Organization shall pay Participating Provider’s Billed Charges. Further, Organization and Participating Provider shall continue to fulfill their obligations under this Agreement with respect to (i) payments due to Participating Provider, (ii) records maintenance requirements and (iii) insurance requirements.

3. HP RESPONSIBILITIES

- 3.1 Authority and Contracting. HP utilizes the “messenger model” for all healthcare contracting activities involving Participating Providers. The Participating Providers are identified to Organization as those Providers who have agreed to participate in this Agreement. HP shall enter into agreements with appropriately qualified health care providers to deliver Covered Services to Members.
- 3.2 Credentialing and Quality Assurance. Participating Providers have met and shall, as a condition of continuing participation in the HP network, continue to meet its credentialing standards.
- 3.3 Accreditation and Participation in HP. Participating Providers have and shall, as a condition of continuing participation in the HP network, continue to maintain all licenses and regulatory approvals needed to lawfully carry out its performance of this Agreement, including accreditation by The Joint Commission. Evidence of licenses and/or accreditation will be provided to Organization upon request.
- 3.4 Notification of HP Change. HP will exercise their best effort to notify Organization upon the occurrence of the following events:
- (a) There is a change in the ownership of HP,
 - (b) There is a change in HP or Participating Provider’s business address,
 - (c) There are additions or deletions to HP panel of providers; or
 - (d) Any situation arises which could reasonably be expected to affect HP or Participating Provider’s ability to carry out their obligations under this Agreement.
- 3.5 Directory of Participating Providers. HP shall make a Provider Directory available online and update regularly. HP may provide copies of the Provider Directory to the Organization upon request. HP represents that it has authority to include the names, addresses, office telephone numbers, descriptions of services rendered and other information regarding Participating Providers.
- 3.6 Status of HP. HP is not engaged in the delivery or performance of healthcare services, and HP has no authority to control or direct the manner or method by which a Participating Provider furnishes healthcare services to Members. HP is not financially responsible or obligated to pay or in any manner reimburse the Participating Provider.
- 3.7 Claim Audits. In those instances where an audit of a claim is requested, or where a claim is disputed by Organization, Organization shall be entitled to audit the books and records of Participating Provider for the claim involved. Such audit shall be conducted according to the audit policy of the Participating Provider.
- 3.8 Health Promotion Services. Health Promotion Services will be offered to Organization at no charge for Employees enrolled in the health plan. These services will be provided one time per year for each year of the contract. These services include:

- (a) Online Health Risk Assessment,
- (b) Onsite Health Screening for local employees enrolled in the health plan,
 - (i) Complete Metabolic Panel
 - (ii) Lipid Panel
 - (iii) Complete Blood Count
 - (iv) Biometric Measurements
- (c) Online Personal Health Report with screening results, and
- (d) Aggregate Data presentation post screening to the Organization.

Additional services are available for purchase through Optimum Health Solutions, Inc. to enhance program if required by Organization.

4. **PROVISION OF SERVICES**

- 4.1 **Necessary Services.** Participating Provider will provide Covered Services to Members. New services developed by UnityPoint Health Participating Hospitals during the term of this agreement are not subject to the discounts contained herein and will be negotiated individually.
- 4.2 **Nondiscrimination.** Participating Provider will accept Members as patients on the same basis and with equal priority as it accepts patients who are covered under other health plans. Participating Provider shall furnish Covered Services to Members, as prescribed by the Benefit Plan, in the same manner and with equal priority as Participating Provider's other patients, without regard to the Member's age, sex, race, religion, physical or mental condition, or source of payment.
- 4.3 **Medical Records.** Participating Provider will establish and maintain Member medical records in accordance with generally accepted standards. Subject to federal, state, and local law governing the use and disclosure of patient medical records and information, Participating Provider agrees to allow Organization or its designee reasonable access to Members' medical records and other medical information maintained by Participating Provider for inspection and duplication, at Organization's expense, to the extent reasonably necessary for Participating Provider to obtain payment for Covered Services pursuant to this Agreement. Organization shall indemnify, defend and hold harmless Participating Provider for any liability arising from Organization's misuse or improper disclosure of Members' medical records and medical information obtained from Participating Provider.
- 4.4 **Insurance.** Participating Provider and UnityPoint Health Plus will obtain and maintain, in full force and effect, professional medical liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

5. **ORGANIZATION RESPONSIBILITIES**

- 5.1 **Incentives.** Organization represents and warrants that the Benefit Plan offers Members

significant financial incentives (i.e. a benefit differential of at least 20%) to utilize Participating Provider as a preferred provider. Organization shall actively inform Members that Participating Provider is a preferred provider under the Benefit Plan and of the advantages to selecting Participating Providers when Covered Services are needed.

- 5.2 Benefit Plan Changes. Organization agrees to notify HP at least thirty (30) days in advance of any change to the Benefit Plan which affects Covered Services, copayment and/or deductible provisions, or any other change which might affect the scope of Covered Services and benefits therefor.
- 5.3 Identification Cards. Organization shall furnish Members with identification cards that clearly identify coverage by Organization and participation in the HP network.
- 5.4 Eligibility Verification. Organization shall arrange that telephone or online benefit verification and precertification be available to Participating Provider during normal business hours to confirm Members' enrollment, eligibility and coverage of benefits. If Organization is unable to provide verification of coverage, the claim shall be paid at billed charges without application of any contractual discount.
- 5.5 Liability Insurance. Organization will maintain general liability insurance in an amount sufficient to protect Organization, its directors, officers and employees from any liability which may result directly or indirectly from the performance by Organization and its employees of the obligations of Organization under this Agreement. Upon request of Participating Provider, Organization shall provide evidence of such coverage.
- 5.6 Confidentiality of Rates. The compensation that is payable to Participating Provider pursuant to the terms of this Agreement will not be disclosed by Organization, except to the extent required by applicable law or as may be necessary to administer this Agreement. Organization understands that it is specifically prohibited from leasing or selling the Discounted Charges to, or otherwise allowing the Discounted Charges to be used by, any entity that is not a party to this Agreement.
- 5.7 Utilization Review. Participating Provider will cooperate with the Utilization Review Program of Organization during the term of this Agreement. However, if a Member is unable to produce an employer ID card or Organization is unable to provide verification of coverage, Participating Provider will not be subject to any reimbursement reduction that may result from the Organization Utilization Review requirements. Any denial of hospitalization shall occur prior or concurrent to admission. All appeals of a denial shall be reviewed and determination made no later than 30 days from date of appeal or denial is forfeited.
- 5.8 Exclusivity. During the term of this agreement, Organization agrees that it will not enter into a Provider Agreement with another hospital or ambulatory surgery center not affiliated with Methodist Medical Center of Illinois, Proctor Hospital, or Pekin Hospital without the express written consent of HP. This will include but not be limited to Peoria Day Surgery Center, OSF Orthopedics, Soderstrom Skin Institute and OSF Center for

Health. If HP determines that an agreement has been entered into with another hospital or ambulatory surgery center, the rates contained on Attachment A will immediately cease to apply to reimbursements. For claim purposes, HP will notify Organization of the effective date of rate termination.

UnityPoint Health Outpatient Dialysis Center and UnityPoint Health In-Home Dialysis Clinic will be the exclusive providers for all outpatient and In-Home dialysis services.

6. BILLING, COMPENSATION AND COORDINATION OF BENEFITS

6.1 Billing. HP shall require Participating Providers to submit claims to the Organization, on a CMS Form UB04 or 1500, or electronic transmission, as applicable.

6.2 Compensation. Participating Provider shall be compensated by Organization at the Discounted Charges (net of any applicable deductible, coinsurance or copayment to be paid by the Member) set forth in Attachment A when the Organization is primary, for all Covered Services billed as provided for in section 6.1.

6.3 Payment. Organization shall pay the Discounted Charges (net of any applicable Copayment, Coinsurance and Deductible to be paid by the Member) for all Covered Services rendered to Members within thirty (60) days following receipt of a Clean Claim. Each payment shall be accompanied by an explanation of benefits (EOB) showing the Organization name, Billed Charges, the applicable Discounted Charges, and any Copayment, Coinsurance and Deductible amounts owed by the Member. All Clean Claims that are not paid within thirty (60) days of submission to Organization shall be paid at Billed Charges without application of any contractual discount.

6.4 Emergency Services. Participating Provider shall be paid in full pursuant to this Agreement for emergency medical screenings and related treatment mandated by the Emergency Medical Treatment and Active Labor Act (EMTALA) to determine the absence or presence of an emergency medical condition and the care required for stabilization of the emergency medical condition. Participating Provider shall not be required to obtain preauthorization for any such services performed pursuant to EMTALA. After stabilization or determination of the absence of an emergency medical condition, Participating Provider will contact Organization to seek authorization for additional care. If Organization does not return the call within 30 minutes, Participating Provider is deemed to have been authorized to provide additional care required to treat the Member. Notwithstanding any other provision in this Agreement, Organization shall not deny payment for services provided by Participating Provider to Members in accordance with EMTALA.

6.5 Coordination of Benefits. Upon request, Participating Provider will give assistance to Organization for purposes of coordinating benefits with primary carriers. If Organization is the secondary carrier, Organization shall pay Participating Provider for Covered Services that were not paid by the primary carrier. Payment by Organization to Participating Provider will not exceed 100% of the Billed Charges.

- 6.6 Non-Covered Services. Subject to the exceptions provided for in Section 6.2, Participating Provider agrees to accept the Discounted Charges as full compensation for Covered Services provided hereunder. Participating Provider shall only bill and collect from Members for Covered Services the applicable deductibles, coinsurance and/or copayments under the Benefit Plan. Participating Provider may seek payment from the Member, or persons acting on his or her behalf, in the amount of Participating Provider's Billed Charges, in the event that Organization fails to make payment for Covered Services pursuant to Section 6.2. Participating Provider may bill Participating Provider's Billed Charges for Services that are determined to be Non-Covered Services.
- 6.7 Underpayments and Overpayments. Participating Provider agrees to refund to Organization and/or Member any amounts overpaid or paid in error, and Organization agrees to promptly pay any underpayments to Participating Provider. Organization shall notify Participating Provider of any alleged overpayment, and shall not offset any such amounts against amounts owed to Participating Provider unless agreed by Participating Provider. No request for refund of overpayment will be accepted if the Payor does not notify Participating Provider of the overpayment within three hundred sixty-five (365) day of the date of the initial payment.
- 6.8 Claims Administration. Organization shall administer Benefit Plan claims in accordance with U.S Department of Labor regulations governing claims procedures for group health plans, to the extent applicable to the Benefit Plan. If a Third Party Administrator (TPA) is used for claims administration, the TPA shall be licensed by the State of Illinois as a TPA and will produce a copy of the license upon request of HP. Company agrees to allow a copy of this signed Agreement to be sent the designated TPA for loading of rates and correct claims processing.

7. DISPUTE RESOLUTION

If a dispute develops, the parties will attempt to resolve the dispute. If the dispute cannot be settled by the mutual cooperation of the parties, either party may, with thirty (30) day prior written notice to the other party of its intent, refer the dispute to an independent arbitration organization. Except as provided herein, any dispute, controversy, or claim arising out of this Agreement including, but not limited to the payment or non-payment of a claim, the eligibility of a Member, the determination of Covered Hospital Services, or the determination of medically necessary procedures, shall be settled by arbitration in accordance with this Section. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of arbitration shall be Peoria, Illinois. The arbitrators shall decide legal issues pertaining to the dispute, controversy, or claim pursuant to the laws of the State of Illinois. Subject to the control of the arbitrators, or as the parties may otherwise mutually agree, the parties shall have the right to conduct reasonable discovery pursuant to the State of Illinois Rules of Civil Procedure. The parties agree that this Agreement involves interstate commerce and is therefore enforceable pursuant to Title 9, United States Code. The arbitrators shall have

no authority to award any punitive or exemplary damages, to vary or to ignore the terms of this Agreement.

8. **GENERAL PROVISIONS**

- 8.1 **Entire Agreement.** This Agreement together with all Attachments which are attached hereto and made a part hereof, constitute the entire understanding of the parties to this Agreement, and supersede all prior proposals, representations, communications, negotiations, and agreements between the parties whether oral or written.
- 8.2 **Governing Law.** This Agreement shall be governed by, interpreted in accordance with and the rights of the Parties shall be determined by the laws of the State of Illinois, without regard to its conflict of law principles.
- 8.3 **Venue.** The Parties have executed and delivered this Agreement in Pekin Illinois, and stipulate that if either Party files litigation to construe, interpret, or enforce this Agreement, Tazewell County, Illinois is the proper and appropriate venue for such litigation.
- 8.4 **Counterparts.** This Agreement may be executed in counterparts, and each executed counterpart will be deemed to be an original version of this Agreement.
- 8.5 **Attorney's Fees and Expenses.** If any arbitration or any other judicial proceeding is necessary to enforce or interpret the terms of this Agreement, each party shall be responsible for its own costs and expenses, including but not limited to attorney's fees. Each party shall be responsible for an equal share of the mediators', arbitrators', and/or administrative fees of mediation and/or arbitration associated with such an action.
- 8.6 **Waiver of Breach.** The failure of Organization or HP to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.
- 8.7 **Severability.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- 8.8 **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successor and permitted assignees.
- 8.9 **Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 8.10 **Independent Contractors.** Each party to this Agreement is acting independently of the

other party, and none of the provisions of this Agreement may be construed as indicating that either party is acting as the agent or employee of the other party.

- 8.11 No Third Party Beneficiaries. The parties to this Agreement are HP and Organization. No other person may claim or assert any rights under or by virtue of this Agreement. This Agreement is not intended to, and does not, create any rights in any person, including a Member, who is not a signatory to this Agreement.
- 8.12 Use of Name. Neither Organization nor HP may use the other party's name, trademark, service mark, or symbol without prior written consent of the other party.
- 8.13 Assignment. This Agreement or any of its provisions shall not be assigned, delegated, or transferred by either party without the prior written consent of the other, provided that HP may assign, delegate, or transfer this Agreement upon notice to another corporation or entity affiliated with HP if (i) said corporation has the requisite power and authority to perform the obligations of HP set forth herein, and (ii) such assignment, delegation, or transfer will not materially affect services to Members.
- 8.14 Amendment. No amendment to this Agreement shall be valid unless it is in writing and signed by the parties.
- 8.15 Authority. Each party signing this Agreement represents that that party has properly authorized such execution. The execution and performance of this Agreement by each party has been authorized in compliance with all applicable laws and regulations, and this Agreement constitutes the valid and enforceable obligation of the parties.
- 8.16 Notices. Any notices or other communications required under the provisions of this Agreement shall be in writing and delivered in any one of the following ways, and shall be deemed to have been received (a) on the date delivered if delivered by hand, (b) the next following business day after being sent if sent by a nationally recognized professional overnight courier, or (c) three (3) business days after mailing, postage prepaid, by certified mail, return receipt requested, to the party entitled to notice at the addresses set forth on the signature page, or such other addresses as may be directed by notice given hereafter.
- 8.17 Quarterly Reports. Organization agrees to provide quarterly reports to HP which identify specific utilization data by services, including but not limited to, the number of Members, hospital admissions and provider visits and other reports mutually agreed to by the parties.
- 8.18 Unforeseen Circumstances. In the event Participating Provider does not have proper facilities to treat Members or in the event of circumstances beyond its reasonable control such as major disaster, epidemic, war, complete or partial destruction of facilities, disability of a significant number of personnel, or significant labor disputes, Participating Provider shall provide Covered Services to Members to the extent possible according to its best judgment or limitations of such facilities and personnel as are then available, but

neither Participating Provider or any of its agents, directors or officers shall have any liability or obligation for delay or failure to provide or arrange for such services.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as written below.

**HEALTH PLUS, INC., d/b/a
UNITYPOINT HEALTH PLUS**
221 N. E. Glen Oak Ave
Peoria, IL 61636

By: _____

Title: _____

Date: _____

TAZEWELL COUNTY EMPLOYEES
11 S. 4th Street, Suite 432
Pekin, IL 61554

By: _____

Title: County Board Chairman

Date: 04.28.22

ATTACHMENT A

**Tazewell County Employees
Exclusive UnityPoint Health Plus Rate Schedule**

**EFFECTIVE DATE: June 1, 2022
CONTRACT TERM: Five (5) years**

Methodist, Proctor, Pekin

Inpatient Rates (except case rates set forth below)

	Year 1	Year 2	Year 3	Year 4	Year 5
DRG Base Rate	\$8,750	\$9,025	\$9,300	\$9,300	\$9,300

Basic Payment = DRG Base Rate X Relative Weight Factor

Relative Weight Factor = The Relative weight as determined by the Center for Medicare and Medicaid Services (CMS) and published in the Federal Register, updated yearly.

Psychiatric Services (Methodist and Proctor)

All Inpatient psychiatric services: 5% discount off charges

		Year 1	Year 2	Year 3	Year 4	Year 5
Skilled Nursing Center (Proctor)	Per Diem	\$875	\$900	\$925	\$925	\$950

* Outlier: For Inpatient services, if the Facility's regular billing rates for a Facility Stay are equal to or greater than 3.5 times the calculated DRG (Outlier Threshold), the payor will pay or arrange to pay Facility, the Facility's billed rate reduced by 60%.

Methodist, Proctor, Pekin

Outpatient Rates

Outpatient discount 60% off billed charges.

Psychiatric Services (Methodist)

Partial Hospitalization psychiatric services: 5% discount off charges

UnityPoint Health Plus Physician Network

Reimbursement will be based on the following:

- * The majority of the participating providers are paid on a Current Year percentage of RBRVS Fee Schedule. Please refer to the Fee Schedule effective 6/1/2020. The RBRVS Fee Schedule rates will be updated annually on June 1st of each year.
- * 20% discount for any code in which there is not an RBRVS fee available
- * Midlevel Providers will be reimbursed at 85% of the supervising physician's rate of reimbursement.

Reimbursement will be the lesser of the fee schedule as outlined in the agreement or the provider's billed charges. Varied Fee Schedules will be provided to the Payor to be reimbursed according to the provider's agreement with UnityPoint Health Plus.

See the UnityPoint Health Plus Provider Directory online for a listing of participating providers at www.healthpluspeoria.com

Hospital Based Physicians

*****These medical groups are independent physician providers not employed by UnityPoint Health.**

Group Name	Fee Schedule
***Peoria Tazewell Pathology Group	28% discount off billed charges

ATTACHMENT A

Contract Notes

- Discounted rates listed above include Methodist, Proctor, & Pekin based ambulatory outpatient surgery only. Any other freestanding ambulatory surgical center not affiliated with Methodist Medical Center, Proctor Hospital or Pekin Hospital without consent of UnityPoint Health Plus are considered out of network or non-PPO. This includes but not limited to Peoria Day Surgery, OSF Orthopedics, Soderstrom Skin Institute and OSF Center for Health.
- New services developed by UnityPoint Health during the term of the contract are not subject to the above discounts. Rates for new services will be negotiated separately.
- Inpatient and outpatient Hospital services are subject to periodic increases based on Medicare.

Additional Hospital Discounts

Memorial Medical Center <i>Springfield, Illinois</i>	20% discount	37-0661220
Ann & Robert H Luri Children's Hospital <i>Chicago, Illinois</i>	30% discount	36-2170833

Ancillary Services

Home Health Services (UnityPoint Home Health)

Home Health Services Available at a 15% discount off charges include:

Skilled Nursing	Physical Therapy
Psychiatric Nursing	Occupational Therapy
Social Work	Speech Therapy
Home Health Aid	

- Available 24 hours a day, 7 days a week, including a second shift staff.
- Price includes travel time portal to portal, direct patient contact time and documentation time.
- Any portion of time over a two-hour minimum, but less than four hours, will be charged as two visits.
- Non-routine supplies subject to a 15% discount off charges.
- Serving clients in Peoria, Woodford, Tazewell, Fulton, Knox, Stark, Putnam, Mason, & Marshall counties.
- Occupational Therapy includes the services of an OT and OTA supervised by the OT.
- Physical Therapy includes the services of a PT and a PTA supervised by the PT.

Hospice Services (UnityPoint Hospice)

Hospice Services available at a 15% discount off the Routine Care Rate

Routine Care rate includes all of the following disciplines:

Registered Nurse
Social Worker
Pastoral Care
Home Care Aide
Home Medical Equipment
Oral Medications specific to pain control

Other Hospice services available at the 15% discount:

Continuous Care
Respite Care
General Inpatient Care

Illinois Institute of Addiction Recovery

Inpatient & Outpatient Services provided at:

Illinois Institute for Addiction Recovery at Proctor Hospital

	Rate	Rev Codes	DRG
Adult & Adolescent	50% discount	126, 128, 900, 906, 912, 913, 915, 942	894-897

ATTACHMENT A

UnityPoint Health Dialysis

Proctor Hospital

Dialysis Treatment	CPT	Revenue Code	Rate
Hemodialysis	90999	821	\$840.00
Home Hemodialysis	90999	821	\$640.00
Ultrafiltration	90999	881	\$740.00
CAPD Treatment, per day	90945	841	\$520.00
CCPD Treatment, per day	90945	851	\$520.00
Home Hemodialysis Training Treatment	90993	821	\$940.00
CCPD Training Treatment	90993	851	\$720.00

UnityPoint Health Outpatient Dialysis Center and UnityPoint Health In-Home Dialysis Clinic will be the exclusive providers for all outpatient and In-Home dialysis services.

Laboratory testing services are included in the dialysis services per treatment rate when billed with a N18.6 diagnosis code. When billed for other diagnosis, the laboratory testing services are separately billed with the -AY modifier and will be reimbursed per the hospital contract in place.

Pharmaceuticals administered in connection with the provision of the dialysis service are included in the dialysis services per treatment rate. Other pharmaceuticals shall be reimbursed per the hospital contract in place.

ATTACHMENT A

Methodist Medical Center of Illinois, Proctor Hospital, Pekin Hospital
General Information

Hospital facilities	Address, General Phone & Fax	Claims Address and payment office	Provider Tax ID Number
Methodist Medical Center of Illinois	221 NE Glen Oak Ave Peoria, IL 61636 (309) 672-4848	MMCI Business Office PO Box 26708 Salt Lake City, UT 84126	37-0661223
Methodist Medical Center of Illinois, Home Health	120 NE Glen Oak Ave Ste 200 Peoria, IL 61603 309-671-8247 Fax (309) 671-2743	MMCI Home Health 6220 Reliable Parkway Chicago, IL 60686	37-0661223
Methodist Medical Center of Illinois, Hospice Services	120 NE Glen Oak Ave Ste 200 Peoria, IL 61603 309-672-5746 Fax: (309) 671-2168	MMCI Hospice 6220 Reliable Parkway Chicago, IL 60686	37-0661223
Proctor Hospital	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1000	Proctor Hospital PO Box 26708 Salt Lake City, UT 84126	37-0681540
Proctor Hospital Skilled Nursing	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1093 Fax: (309) 689-6064	Proctor Hospital PO Box 26708 Salt Lake City, UT 84126	37-0681540
Illinois Institute for Addiction Recovery Addiction Recovery Treatment	5409 N. Knoxville Ave Peoria, IL 61614 (309) 691-1055 Fax: (309) 689-6064	Proctor Hospital PO Box 26708 Salt Lake City, UT 84126	37-0681540
Pekin Hospital	600 S. 13th Street Pekin, IL 61554 (309) 347-1151	Pekin Hospital PO Box 26708 Salt Lake City, UT 84126	37-0692351

COMMITTEE REPORT

HR-22-06

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:

Carroll Inig

Nancy Bruce

Jammy Steh Steinson

Hank Swettino

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board that it establish compensation for County Board Members for FY23 through FY33; and

WHEREAS, the annual salary will be remain at \$2,400 for each County Board member as compensation for their preparation and attendance at regular meetings of the County Board and the regular meetings of those standing committees of the County Board to which then have been appointed; and

WHEREAS, per diem will be set at \$75 for any standing Committee meeting that the member is assigned to and physically attends in addition to any committees or special assignments as authorized by the County Board Chairman limited to one per diem per day.

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

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

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

Carroll Smig

Nancy Proehl

Frank Scortino

James R. Stinson

Wendell D. Minger

Wendell D. Minger

AMENDED **RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to County Board to approve ~~the merit~~ ^{an} adjustment to the non-union wage increase for FY22; and

WHEREAS, non-union employees, other than Elected Officials, were approved to receive a 3% increase to their base pay as of December 01, 2021 as approved by the County Board with Resolution HR-21-12; and

WHEREAS, this resolution will approve a merit ^{an} adjustment of an additional 2% pay increase ~~effective December 01, 2021~~ provided the employee has not already received a total of 5% wage increase in FY22. effective pay period beginning April 24, 2022.

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

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

PASSED THIS 27th DAY OF APRIL, 2022.

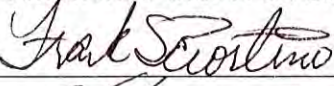
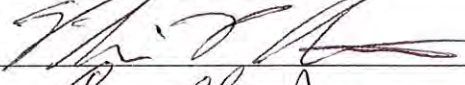
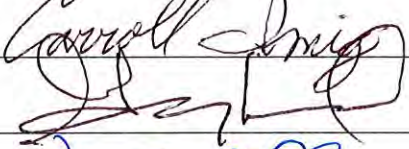

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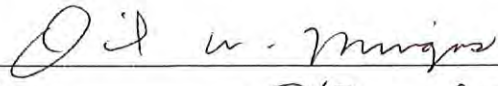
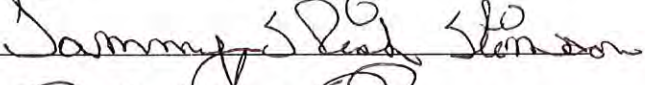

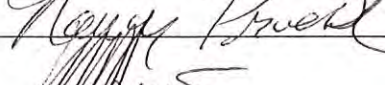
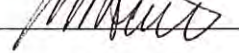
Tazewell County Clerk

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:

AMENDED **RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to establish the four (4) year salary representing fiscal years 2023 through 2026 for the Tazewell County Clerk; and

WHEREAS, the County's Human Resources Committee recommends to the County Board a 3% increase for each fiscal year of this four year period; and

WHEREAS, receipt of any stipend from the State of Illinois under 55 ILCS 5/4-6001, will not be included in the calculation of salary paid from Tazewell County. ^{currently \$6,500.00}

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

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

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:


 Tazewell County Clerk

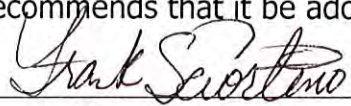
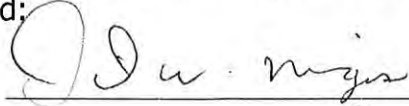
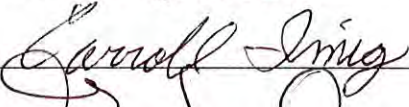


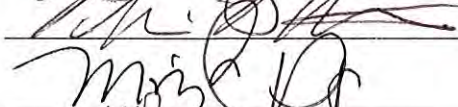
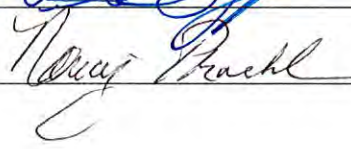
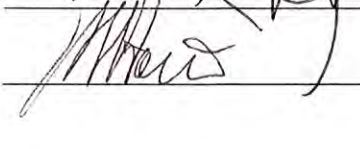

 Tazewell County Board Chairman

COMMITTEE REPORT

HR-22-10

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:

AMENDED **RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to establish the four (4) year salary representing fiscal years 2023 through 2026 for the Tazewell County Treasurer; and

WHEREAS, the County's Human Resources Committee recommends to the County Board a 3% increase for each fiscal year of this four year period; and


WHEREAS, receipt of any stipend from the State of Illinois under 55 ILCS 5/4-6001, will not be included in the calculation of salary paid from Tazewell County. ^{currently \$6,500.00,}

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

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

PASSED THIS 27th DAY OF APRIL, 2022.

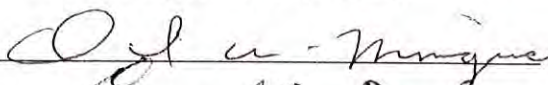

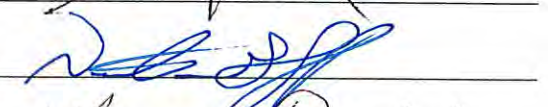
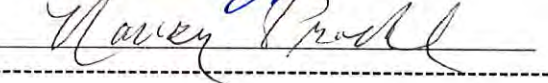
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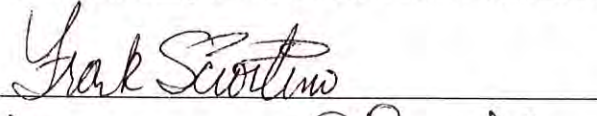
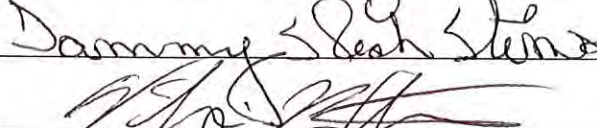
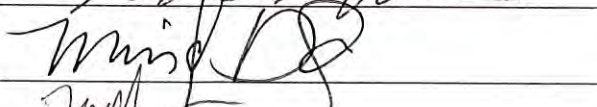
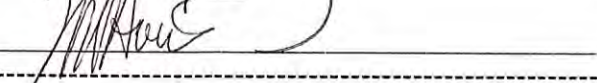

Tazewell County Clerk


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:

AMENDED **RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to establish salary of the Tazewell County Sheriff to meet the State Budget Implementation Bill (HB4700) that amended the counties code by adding Section 3-6007.5 as follows:

(55 ILCS 5/3-6007.5) Sec. 3-6007.5. Sheriff's salary. (a) As used in this Section, "salary" is exclusive of any other compensation or benefits. (b) The salary of a sheriff elected or appointed after the effective date of this amendatory Act of the 102nd General Assembly in a non-home rule county shall not be less than 80% of the salary set for the State's Attorney under Section 4-2001 for the county in which the sheriff is elected or appointed. (c) The State shall furnish 66 2/3% of the total annual salary to be paid to a sheriff. Said amounts furnished by the State shall be payable monthly by the Department of Revenue out of the Personal Property Tax Replacement Fund or the General Revenue Fund to the county in which the sheriff is elected or appointed. The county shall furnish 33 1/3% of the total annual salary.

WHEREAS, the County's Human Resources Committee recommends to the County Board that the annual salary for the Tazewell County Sheriff shall be as follows:

WHEREAS, receipt of any stipend from the State of Illinois under 55 ILCS 5/4-6001, The Sheriff's salary shall be 80% of the Tazewell County State's Attorneys salary effective December 01, 2022.


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

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

currently \$6,500.00, will not be included in the calculation of salary paid from Tazewell County.

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:

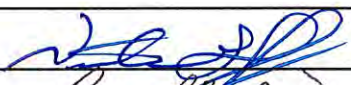
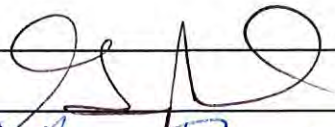
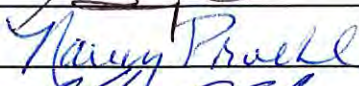
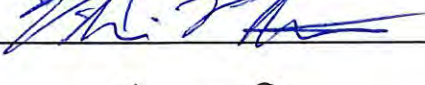
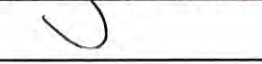
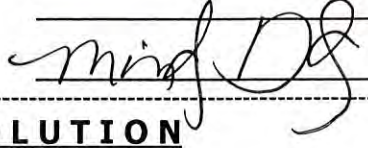

Tazewell County Clerk


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 2nd 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

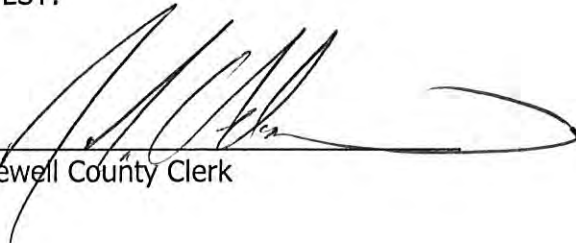
WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 2nd 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 APRIL, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman



GREATER PEORIA
Economic Development Council

Invoice

Date	Invoice #
4/1/2022	GPEDC '22-2

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

Bill To

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

Due Date

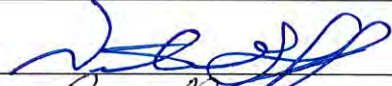
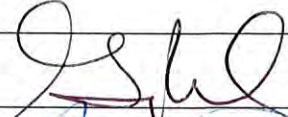
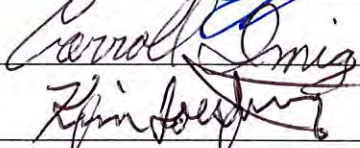
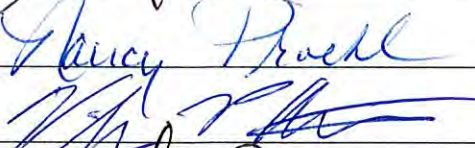
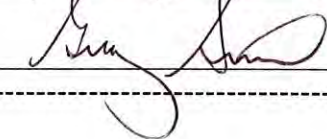
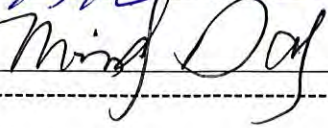
5/31/2022

Description	Amount
2022 Investment - 2 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, the County's Executive Committee recommends to the County Board to approve the attached Intergovernmental Agreement with Washington, Illinois; and

WHEREAS, this renewal agreement between the City of Washington and Tazewell County is for the provision of services related to providing residential building inspections and plan reviews.

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 APRIL, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WASHINGTON AND TAZEWELL COUNTY
FOR THE PROVISION OF SERVICES RELATED TO PROVIDING BUILDING
INSPECTIONS AND REVIEWS**

This Agreement is effective as of April 1st, 2022 (the “**Effective Date**”), by and between the CITY OF WASHINGTON, an Illinois home-rule municipal corporation (the “**City**”), and TAZEWELL COUNTY (“**County**”).

Background

A. The City requires all new residential and non-residential construction projects meet all appropriate building codes.

B. The City requires inspections as part of the building process to ensure compliance with all appropriate building codes.

C. The City desires to inspect all new residential and non-residential construction projects to ensure compliance with all appropriate building codes.

D. The City desires to hire the County for all services related to inspecting new residential and non-residential construction projects pursuant to the terms of this Agreement, and the County desires to provide such services pursuant to the terms of this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Background. The Background paragraphs set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement.

2. Services. The County shall provide services to the City within twenty-four (24) hours of request of such services by the City. It is anticipated that services requested by the City and performed by the County will include but are not limited to:

- (a) Inspections of new residential and non-residential construction projects;
- (b) Review building plans as needed to ensure compliance with all appropriate building codes;
- (c) Perform inspections of other residential and non-residential buildings as requested by the City.

3. Payment.

(a) Rate. In exchange for the County's performance of its obligations, the City shall pay the County at the rate of Seventy-Five Dollars (\$75) per hour worked in the performance of its obligations under this Agreement.

(b) Other Expenses. Except as otherwise provided in this Agreement or as may hereafter be established by an agreement in writing executed by the parties to this Agreement, all expenses incurred by each party in performing their obligations under this Agreement shall be borne by the party incurring the expense.

(c) Invoices. The County shall send the City from time to time a detailed invoice evidencing all reimbursable expenses and the time spent in performing its obligations under this Agreement. The City agrees to pay the County within thirty (30) days of the invoice date for services properly rendered to the City under this Agreement.

4. Employees of the County. Employees of the County performing services under this Agreement shall be and shall remain employees of the County. The County shall be responsible for the withholding of all taxes and similar items on behalf of its employees and the remitting of payments and returns to governmental agencies. The employees of the County performing services under this Agreement shall at no time, for any purpose, be deemed to be an employee of the City and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the City to the City's employees, except as otherwise required by law.

5. Confidentiality. In order to permit the County to perform its obligations under the terms of this Agreement, the City will permit the County to have reasonable access to the City's premises, data, information, records, computers, and other materials necessary to the performance of this Agreement. The County agrees that it will keep confidential and never divulge any of the following information (collectively, the "**Confidential Information**"): (i) knowledge or information not in the public domain which is furnished to it by the City; (ii) knowledge or information of which the County becomes aware as a result of access to the City's premises, data, information, records, computers, and other materials; and (iii) knowledge or information that the County otherwise obtains in the course of performing services under this Agreement. Immediately upon written request of the City or expiration or termination of this Agreement, the County shall return to the City all tangible Confidential Information and all property belonging to the City.

6. Representations and Warranties of the County. The County has full power, and authority to enter into, deliver, and perform this Agreement and to perform the services contemplated herein. The County has duly executed and delivered this Agreement, and this Agreement constitutes the County's valid and binding obligation, enforceable against the County in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights generally now or hereafter in effect, and subject to the availability of equitable remedies. The execution, delivery, and performance of this Agreement by the County and the consummation of the transactions contemplated herein, do not and will not (i) require the consent, approval, authorization, order, filing, registration, or qualification of or with any court, governmental authority, or third person, except that which already has been obtained, (ii) conflict with or result in any violation of or default under any provision of any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise, or license to which the County is a party or (iii) violate any law, ordinance, rule, regulation, judgment, order, or decree applicable to the County.

7. Term.

(a) Initial Term. Unless earlier terminated as otherwise provided in this Agreement, the Term of this Agreement shall be in effect through April 30, 2023, and may be renewed by the parties by mutual agreement prior to or at the conclusion of the term hereof.

(b) Termination for Cause. In the event either the City or the County should fail to perform any covenant or obligation as provided herein, the other party shall provide to the defaulting party five (5) days written notice of the default, specifying therein the specific failure to perform. If the default is not cured or corrected within five (5) days of the date of delivery of the notice above provided, the non-defaulting party may terminate this Agreement by serving a Notice of Termination on the other party. From and after delivery of such Notice of Termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

(c) Termination Without Cause. Either party may terminate this Agreement without cause by serving the other party with forty-five (45) days prior written notice of termination. From and after the effective date of such termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

8. Miscellaneous.

(a) Assignment. This Agreement is binding on the parties hereto and shall not be assignable or transferrable by any party hereto without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

(c) Amendment and Waiver. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived, by an instrument in writing executed by all parties hereto.

(d) Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Integrated Agreement. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to the subject matter hereof other than those set forth herein or herein provided for, and/or attached.

(f) Notice. The notices hereinabove provided shall be deemed to be delivered when deposited in the United States mail, by certified mail, return receipt requested,

postage prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

County: Tazewell County
c/o Jaclynn Workman
McKenzie Building
11 S. 4th St., Ste. 400
Pekin, IL 61554

City: City of Washington
c/o Jon Oliphant
301 Walnut Street
Washington, IL 61571

(g) Attorneys' Fees. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court.

(h) Indemnification of City. The County shall save and hold the City free, harmless, and indemnified from and against any and all liability, damages, claims, causes of action and responsibility whatsoever arising out of or in any way connected with: (i) performance of the services provided by the County under this Agreement; or (ii) any breach by the County of any of the terms of this Agreement.

(i) Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of the Agreement which are valid.

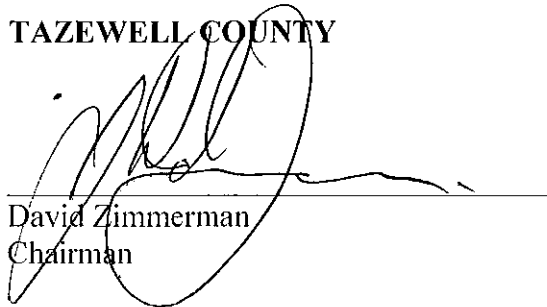
(j) Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF WASHINGTON

By _____
Gary W. Manier
Mayor

TAZEWELL COUNTY


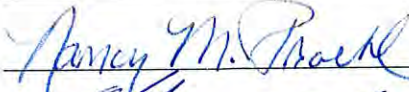
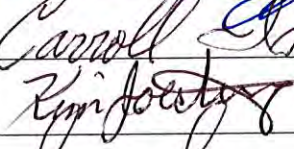

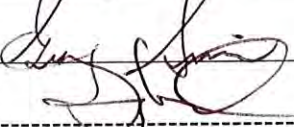
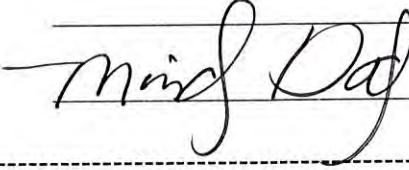


David Zimmerman
Chairman

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 Ordinance and Intergovernmental Agreement – Amendment #3 - adding and removing territory to the Enterprise Zone located in Southern Tazewell for property located within the city limits of Pekin; and

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

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

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

ORDINANCE NO. E-22-44

**AN ORDINANCE AMENDING
DESIGNATING AREA AS AN ENTERPRISE ZONE AND RELATED MATTERS
UNDER SECTION 5 OF THE ENTERPRISE ZONE ACT**

WHEREAS, the State of Illinois passed the Enterprise Zone Act (EZA); and

WHEREAS, pursuant to the EZA and the Intergovernmental Cooperation Act, the County of Tazewell is authorized to enter into an agreement with other units of local government and make an application to add territory to Southern Tazewell Enterprise Zone , that the State of Illinois has certified as an enterprise zone: and

WHEREAS, amending Resolution and Ordinance No. E-14-109 as approved by the County Board on November 19, 2014 included an updated legal description for the application for adding additional territory; and

WHEREAS, Resolution E-16-65 as approved on June 29th, 2016 by the County of Tazewell to add territory to the Southern Zone is hereby rescinded and replaced by E-17-62; and

WHEREAS, Resolution E17-62 as approved March 29th, 2017 by the County of Tazewell to add/delete territory to the Southern Zone is hereby rescinded and replaced by E-22-44; and

WHEREAS, the Village of Morton, City of Pekin, Village of Tremont and County of Tazewell, Illinois (hereinafter collectively referred to as the "Participants" or individually as a "Participant") successfully submitted a joint application to the Illinois Department of Commerce and Economic Opportunity ("DCEO") for the certification of a new enterprise zone (the "Enterprise Zone") located within or near the corporate limits of the Participants; and

WHEREAS, the enterprise zone application was approved by State of Illinois Enterprise Zone Board on August 4, 2015 and the Southern Tazewell County Enterprise Zone (the "Enterprise Zone" or "Zone") was formally established and went into effect as of January 1, 2016; and

WHEREAS, pursuant to the EZA, any Participant is authorized to make an application to add or delete territory, or amend local incentives in the Enterprise Zone; and

WHEREAS, the Participants have agreed to an intergovernmental agreement to establish and administer the enterprise zone in portions of each municipality and part of Tazewell County; and

WHEREAS, the Tazewell County Board make the following findings:

- A. The amended Intergovernmental Agreement attached as Exhibit A to this Amending Ordinance complies with Section 4 of the Enterprise Zone Act and all requirements of the EZA are met.

- B. The amended legal description of the Southern Tazewell Enterprise Zone located in the jurisdiction of the Participants' territory is complete, accurately describes a contiguous zone, and is incorporated into the intergovernmental agreement as Exhibit B.
- C. The amended local benefits and incentives of the Participants are outlined in the intergovernmental agreement and generally include:
 - 1. Tax abatement for 5 years for any increase in equalized assessed value for eligible improvements (as defined in the EZA) in the zone. The abatement applies to only commercial and industrial facilities of projects \$25,000 or greater outside of tax increment financing districts.
 - 2. A reduction in building permit fees for eligible improvements in the enterprise zone, depending on Participant preference.
 - 3. A reduction of Enterprise Zone fees for eligible improvements in the enterprise zone, depending on Participant preference.
- D. The term of the enterprise zone is 15 years from its effective date of January 1, 2016.
- E. The intergovernmental agreement contains provisions for the position, selection process, and duties of a zoning administrator.
- F. Pursuant to notice duly published, a public hearing was held at 12pm on Friday April 15th, 2022 @ Pekin City Hall, Pekin, IL .
- G. The Participant has complied with all requirements of EZA.

NOW, THEREFORE, BE IT ORDAINED BY THE (mark x by one):

Mayor and Council _____
Village President and Board _____
County Board _____

of the (mark an X by one):

City of Pekin, _____ **Village of Tremont,** _____
Village of Morton, _____ **County of Tazewell,** _____

Tazewell County, Illinois, that:

1. The above recitals are found to be true and correct and are adopted herein.
2. The amended intergovernmental agreement attached hereto as Exhibit A is accepted and approved.
3. The chief elected official of the Participant adopting this ordinance is authorized to enter into the intergovernmental agreement, and have it attested to by an appropriate official of the Participant organization such as a clerk or notary public.
4. The Southern Tazewell Enterprise Zone shall be amended in accordance with attached amended intergovernmental agreement between the Participants, pending approval by the Illinois DCEO.
5. This ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT REGARDING AN ENTERPRISE ZONE LOCATED IN SOUTHERN TAZEWELL COUNTY

AMENDMENT #3 (2022)

THIS AGREEMENT made on or as of the _____ day of _____ 2022, by and between the Village of Morton, an Illinois municipal corporation, ("Morton"), the City of Pekin, an Illinois municipal corporation, ("Pekin"), the Village of Tremont, an Illinois municipal corporation, ("Tremont"), and the County of Tazewell ("Tazewell").

RECITALS

- A. This agreement is authorized by the Intergovernmental Cooperation Act found at 5 ILCS 220/1 et. seq. and by Article 7, Section 10, of the Constitution of the State of Illinois.
- B. The Illinois Enterprise Zone Act found at 20 ILCS 655/1, et. seq., including all regulations or administrative procedures promulgated under authority of such act (collectively the "Enterprise Zone Act") authorizes the designation and certification of enterprise zones which provide various incentives, some of which are locally determined, to encourage the creation and expansion of business enterprises.
- H. Morton, Pekin, Tremont and Tazewell (sometimes hereinafter collectively referred to as the "Participants" or individually as a "Participant") successfully submitted a joint application to the Illinois Department of Commerce and Economic Opportunity (DCEO) for the certification of a new enterprise zone (the "Enterprise Zone") located within or near the corporate limits of the Participants. Such application was approved by State of Illinois Enterprise Zone Board on August 4, 2015 and the Southern Tazewell County Enterprise Zone was established and in effect as of January 1, 2016.
- I. The Participants amended the boundaries of the Southern Tazewell Enterprise Zone with applications to DCEO in 2016, 2017 and 2022, with Exhibit 1 providing details of such amendments.
- J. As required by the Enterprise Zone Act in order to establish procedures related to the creation, operation or modification of the Enterprise Zone, it is in the best interests of the Participants to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the Participants agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meaning set forth opposite each of them unless the use or context clearly indicates that another meaning is intended.

“Administrative Board” means a board consisting of one representative of each participant selected and exercising authority as provided by paragraph 3.1 of this Agreement.

“Agreement” or “this Agreement” means this intergovernmental agreement among the Participants as from time to time amended.

“Application” means the application to DCEO for certification of the Enterprise Zone.

“DCEO” shall have the meaning set forth in the preambles to this Agreement.

“Designating Ordinance” means an ordinance approved by each of the Participants which designates the Enterprise Zone.

“Morton” shall have the meaning set forth in the preambles to this Agreement.

“Morton Component” means that portion of the Enterprise Zone located within the corporate limits of Morton.

“Eligible Improvement” means newly constructed improvements to real estate within the Enterprise Zone intended to accommodate new or expanded commercial or industrial operations as determined by the Zone Administrator.

“Enterprise Zone” shall mean the territory located within the corporate limits of the Participants or in unincorporated Tazewell County more particularly described as “Exhibit 2 - PINS” attached hereto, Exhibit 3 – Legal Description, and shown on the map attached hereto at “Exhibit 4”.

“Enterprise Zone Act” shall have the meaning set forth in the preambles to this Agreement.

“Enterprise Zone Board” means the Enterprise Zone Board created by paragraph 5.2.1 of the Enterprise Zone Act for the purpose of approving or denying applications for enterprise zones.

“Pekin” shall have the meaning set forth in the preambles to this Agreement.

“Pekin Component” means that portion of the Enterprise Zone located in the corporate limits of Pekin.

“Local Labor Market Area” means an economically integrated area as defined by the

Enterprise Zone Act within which individuals can reside and find employment within a reasonable distance or can readily change jobs without changing their place of residence.

“Owner” means any person or entity constructing improvements to real estate within the Enterprise Zone to accommodate a new or expanded commercial or industrial enterprise.

“Participant” or the “Participants” shall have the meaning set forth in the preambles to this Agreement.

“Taxing District” means a unit of local government having the power to levy real estate taxes against real property located within the Enterprise Zone.

“Tazewell” shall have the meaning set forth in the preambles to this Agreement.

“Tazewell Component” means that portion of the Enterprise Zone located within Tazewell, but outside of the corporate limits of Morton, Pekin and Tremont.

“TIF Act” is the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1, et. seq.

“TIF District” means any “redevelopment project area” as defined in the TIF Act and designated by any Participant under authority of the TIF Act.

“Tremont” shall have the meaning set forth in the preambles to this Agreement.

“Tremont Component” means that portion of the Enterprise Zone located within the corporate limits of Tremont.

“Zone Administrator” means the person charged with the general administration of the Enterprise Zone as provided at section 3.2 of this Agreement.

ARTICLE II

TERM & DESIGNATION OF THE ENTERPRISE ZONE

2.1 Boundaries and Characteristics of the Enterprise Zone. The Enterprise Zone is the territory located within the corporate limits of the Participants or in unincorporated Tazewell County more particularly described by Exhibit 2 - PINS, Exhibit 3 – Legal Description, and Exhibit 4 – Maps, all attached hereto.

2.2 Term of the Enterprise Zone. The term of the Enterprise Zone shall be 15 years commencing on January 1, 2016. After the thirteenth anniversary of the certification of the Enterprise Zone, the Participants may seek a review of the Enterprise Zone by the Enterprise Zone Board for an additional ten year designation to begin on the expiration date of the original 15 year term. The Participants, the Administrative Board and the Zone Administrator shall all

cooperate to provide information necessary for the Enterprise Zone Board to determine whether or not it shall approve a ten year extension of the Enterprise Zone.

2.3 Designation of the Enterprise Zone. The governing body of each Participant has passed and approved a Designating Ordinance meeting all requirements imposed by Section 5 of the Enterprise Zone Act. The Designating Ordinances also approves this Agreement.

ARTICLE III

ADMINISTRATION OF THE ENTERPRISE ZONE

3.1 Administrative Board. The Participants hereby establish an Administrative Board consisting of four members, one of which shall be selected by each Participant. The Administrative Board shall have the following authority and responsibilities:

- A. Selection of the Zone Administrator as provided at paragraph 3.2 of this Agreement;
- B. Supervision of the performance of the Zone Administrator with respect to the duties of the Zone Administrator as assigned under the terms of this Agreement. The Administrative Board shall have no authority to supervise the performance of other duties unrelated to the administration of the Enterprise Zone which may be performed by the Zone Administrator in his or her capacity as an officer or employee of any Participant;
- C. If deemed necessary by the Administrative Board in its sole discretion, the Administrative Board may suspend the Zone Administrator from the performance of duties under the terms of this Agreement or terminate the authority of the Zone Administrator to act under the terms of this Agreement;
- D. Any person aggrieved by a decision of the Zone Administrator may within a reasonable time appeal that decision in writing to the Administrative Board. The Administrative Board has the authority to reverse, revise or affirm decisions of the Zone Administrator; and
- E. To engage in such other activities as may be necessary to insure the proper administration of the Enterprise Zone.

The Administrative Board shall operate in accordance with the requirements of the Open Meetings Act (5 ILCS 120/1 et. seq.). Decisions by the Administrative Board shall require the concurrence of three of the four members of such board.

3.2 Zone Administrator. The Administrative Board established as provided Section 3.1 of this Agreement shall select a Zone Administrator for the Enterprise Zone. The Zone Administrator must be an officer or employee of one of the Participants. The Zone Administrator shall be the liaison between the Participants, DCEO and any Designated Zone

Organization established within the Enterprise Zone. The Zone Administrator shall perform those duties assigned to the administrator under the terms and conditions of the Enterprise Zone Act including those assigned at 20 ILCS 655/8 and 8.2 and at 14 ILADC 520.400. Those duties are included among the following duties hereby assigned to the Zone Administrator:

- A. Post a copy of the boundaries of the Enterprise Zone on official internet websites of the Participants;
- B. Provide an electronic copy of the boundaries of the Enterprise Zone to DCEO;
- C. Collect and aggregate information regarding the estimated cost of each commercial or industrial building project undertaken within the Enterprise Zone broken down into labor and materials;
- D. Within 60 days after the completion of any commercial or industrial building project undertaken within the Enterprise Zone, determine the cost of the building project broken down into labor and materials;
- E. By April 1 of each year file a copy of the fee schedule established under the terms of this Agreement with DCEO; and
- F. To the extent required by the Enterprise Zone Act or any other applicable authority, submit any documentation necessary to qualify an Owner to receive sales tax or other incentives available from the State of Illinois.
- G. Such other duties as may from time to time be assigned by the Administrative Board.

The Participants anticipate that the person employed by Tazewell as its economic development coordinator will be selected by the Administrative Board as Zone Administrator. Upon certification of the Enterprise Zone by DCEO, the Participants acting through the Administrative Board shall determine the manner in which the cost of services provided by the Zone Administrator shall be apportioned among the Participants.

3.3 Designated Zone Organizations. Each Participant may in its discretion create a Designated Zone Organization to assist in the administration of that component of the Enterprise Zone under the jurisdiction of the Participant. Two or more Participants may jointly create a Designated Zone Organization to assist in the administration of those components of the Enterprise Zone under the jurisdiction of the creating Participants. Substantially all of the members of any Designated Zone Organization shall be residents of the Enterprise Zone. The Board of Directors of a Designated Zone Organization shall be elected by members of the organization. Any Designated Zone Organization shall satisfy the criteria set forth at Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code. A Designated Zone Organization shall exist primarily for the purpose of performing within all or any portion of the Enterprise Zone the various functions set forth at Section 8 of the Enterprise Zone Act. However, no Designated Zone Organization shall have authority to perform any function identified at Section 8 of the Enterprise Zone Act unless a Participant has by ordinance delegated such authority to

the Designated Zone Organization to be exercised within the Participant's component of the Enterprise Zone.

3.4 Enterprise Zone Fees. Each Participant, at its own discretion, may assess Enterprise Zone Fees, up to the limits established under the Enterprise Zone Act. No Owner shall be eligible to receive the incentives available for an Eligible Improvement unless the Owner first pays a fee to the Participant having jurisdiction over the location of the Eligible Improvement in the amount of .5% of the cost of building materials incorporated into an Eligible Improvement with a maximum fee of \$50,000.

ARTICLE IV

INCENTIVES OFFERED IN ENTERPRISE ZONE

4.1 Abatement of Real Estate Taxes on Eligible Improvements. The Owner of an Eligible Improvement may upon payment of the fee provided by paragraph 3.4 of this Agreement receive an abatement of real estate taxes levied by Taxing Districts which have approved an abatement of such taxes against Eligible Improvements subject to the following conditions:

- A. The abatement shall apply only to the real estate taxes corresponding to an increase in equalized assessed valuation after an Eligible Improvement has been duly assessed. The abatement shall not exceed the amount of such taxes attributable solely to the Eligible Improvement.
- B. The abatement shall apply only to Eligible Improvements commenced within the Enterprise Zone after designation of the Enterprise Zone by the Participants and certification of the Enterprise Zone by DCEO after approval of the Enterprise Zone by the Enterprise Zone Board.
- C. The abatement for an Eligible Improvement shall be in effect only for a period of five years commencing with the first year after the Eligible Improvement has been assessed.
- D. While the abatement is in effect with respect to an Eligible Improvement, each Taxing District shall each year continue to receive all real estate taxes corresponding to the equalized assessed valuation of the parcel upon which the Eligible Improvement is located and all structures or parts of structures on the parcel other than the Eligible Improvement.
- E. An abatement of real estate taxes authorized by the Taxing Districts shall not take effect after the expiration of the Enterprise Zone, but any abatement which commences prior to expiration of the Enterprise Zone shall continue for five years even if the Enterprise Zone expires during that five year period.
- F. The abatement of real estate taxes authorized by Taxing Districts shall also apply

within territory lawfully added to the Enterprise Zone subsequent to its initial certification by DCEO and shall also apply during any lawfully authorized extension of the term of the Enterprise Zone.

- G. The abatement of real estate taxes authorized by the Taxing Districts shall apply only to commercial and industrial facilities and shall not apply to single family residences or to multiple family residential facilities.

4.2 Abatement Resolutions from Taxing Districts. Each Participant shall be responsible for securing resolutions from each Taxing District having territory located within that Participant's component of the Enterprise Zone authorizing an abatement of real estate taxes on Eligible Improvements under the terms and conditions set forth in paragraph 4.1 of this Agreement.

4.3 Abatements Inapplicable to TIF Districts. Anything in this Agreement to the contrary notwithstanding, no real estate tax abatement shall be available to any Eligible Improvement located within the boundaries of any Tax Increment Finance (TIF) district designated by a Participant.

4.4 Issuance of Certificate of Eligibility. Each Participant shall have exclusive jurisdiction to determine whether or not an improvement within its component of the Enterprise Zone constitutes an Eligible Improvement which will receive the incentives available under the terms of this Agreement. Upon a determination by a Participant that improvements to real estate within the Enterprise Zone constitute an Eligible Improvement which will receive an abatement of real estate taxes to the extent approved by the Taxing District, an authorized representative of the Participant (which may in the discretion of each Participant be the Zone Administrator) shall issue a certificate of eligibility to the Owner of the Eligible Improvement. It shall be the responsibility of the Owner to file the certificate of eligibility with the County Clerk of the county in which the Eligible Improvement is located and to verify the application of the abatement.

4.5 Reduced Fees for Building Permits. Upon the submission of an application for a building permit for a project deemed by the Participant to qualify as an Eligible Improvement, fees for building permits required prior to construction of the Eligible Improvement shall be reduced by 0% in Pekin, 50% in Morton and by 100% in Tremont and Tazewell County.

4.6 Availability of State Incentives. Nothing in this Agreement shall be interpreted to preclude the availability of incentives offered by the State of Illinois under the terms of the Enterprise Zone Act or any other authority.

ARTICLE V

EXPANSION OF BOUNDARIES AND OTHER AMENDMENTS

5.1 Area of Participant Components. The Participants stipulate that the area of each of their individual components of the Enterprise Zone is as follows:

	Square Miles	Acres
Pekin Component	3.70	2368
Morton Component	4.55	2912
Tremont Component	.26	166.4
Tazewell County Component	<u>6.37</u>	<u>4076.8</u>
Total	14.88	9523.2

Because the Enterprise Zone is located within the jurisdiction of four or more counties or municipalities, it appears that the maximum area of the Enterprise Zone is 15 square miles. Because the area of the Enterprise Zone as currently described has a total area of 14.88 square miles, the Enterprise Zone may be eligible pursuant to Section 5.4 of the Enterprise Zone Act for an amendment to expand the boundaries of the Enterprise Zone.

Except as hereinafter provided, no Participant may seek additions to its component of the Enterprise Zone which in the aggregate exceed that allocation. In the event any Participant desires to seek one or more expansions of that portion of the Enterprise Zone within its jurisdiction with an area which in the aggregate exceeds the aforementioned allocation, one or more other Participants may allocate all or any portion of their unutilized allocation to other Participants. In no event shall the area of the Enterprise Zone exceed 15 square miles.

5.2 Procedure For Expansion of Boundaries. Any Participant may in its discretion and without the consent of any other Participant apply to DCEO to expand the boundaries of that portion of the Enterprise Zone located within the corporate limits of the Participant subject to the limitations in the area of such expansion imposed by paragraph 5.1 of this Agreement. Any Participant seeking expansion of the Enterprise Zone within its jurisdiction shall pay all costs associated with the application and any approved expansion.

5.3 Other Amendments. Any amendment of the Enterprise Zone other than an expansion of the boundaries as authorized by paragraphs 5.1 and 5.2 of this Agreement, such as for a reduction in territory or a change in local incentives, and any amendment of this Agreement shall require the approval of all Participants.

ARTICLE VI

GENERAL PROVISIONS

6.1 Breach and Opportunity to Cure. Before any failure of any Participant to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Participant or Participants claiming such failure to perform shall notify in writing the Participant alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining Participant or Participants within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess of

thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing Participant is pursuing said cure with due diligence.

6.2 Amendment. This Agreement and any exhibits attached hereto may be amended only by the mutual consent of all Participants by the adoption of appropriate ordinances by the governing bodies of the Participants approving said amendment as provided by law and by the execution of said amendment by the Participants.

6.3 No Other Agreements. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the Participants.

6.4 Consent. Except as otherwise provided herein, whenever consent or approval of any Participant is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

6.5 Paragraph Headings. Paragraph headings and references are for the convenience of the Participants and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

6.6 Severability. If any provision, covenant, or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants, or portion of this Agreement are declared to be severable).

6.7 Applicable Law. This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

6.8 Notices. All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

To Pekin: City of Pekin
Attn: City Manager
111 S. Capitol Street
Pekin, IL 61554

To Tazewell: Tazewell County Board
Attn: Board Chair
McKenzie Building, Suite 432
Pekin, IL 61554

To Morton: Village of Morton
Attn: President
120 Main Street, P.O. Box 28
Morton, IL 61550

To Tremont: Village of Tremont
Attn: President
211 S. Sampson St. PO Box 144
Tremont, IL 61568

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

EXECUTED BY THE PARTICIPANTS ON OR AS OF THE DATE OF THIS AMENDED AGREEMENT.

City of Pekin

By: _____
Its Mayor

ATTEST:

Its City Clerk

Tazewell County

By: _____
Its Board Chair

ATTEST:

Its County Clerk

Village of Morton

By: _____
Its Village President

ATTEST:

Its Village Clerk

Village of Tremont

By: _____
Its Village President

ATTEST:

Its Village Clerk

EXHIBIT B AMENDMENTS

2016 Amendment Additions:

11-11-07-308-010 SEC 7 T24N R4W PEKIN PLAZA LOT 5 (EXC TRACTS) & PT NLY PT LOT 3 SW 1/4

05-05-32-300-004 and 05-05-32-400-022 with the following sections included:

Tract 1, being a part-of the East Half of the Southwest Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, as shown on plat of survey recorded in Plat Book "CCC", Page 29 more particularly described as follows:

COMMENCING at a PK Nail set in pavement at the South Quarter corner of said Section 32; thence North 89° 47' 01" West (bearings assumed for description purposes only) along the South line of said Southwest Quarter 1322.46 feet to the Southwest corner of said East Half; thence North 0° 35' 43" West 64.70 feet to a point on the North right of way line of F.A.S. Route 1467 (Broadway Road), said point to be the POINT OF BEGINNING of Tract I to be described;

From the Point of Beginning, thence South 81° 14' 56" East along said North right of way line 68.61 feet; thence South 89°46'47" East continuing along said North right of way line 200.00 feet; thence North 87° 21' 8" East continuing along said North right of way line 100.12 feet; thence South 86° 55' 02" East continuing along said North right of way line 100.12 feet; thence South 84° 04' 09" East continuing along said North right of way line 100.50 feet; thence North 88° 47' 17" East continuing along said North right of way line 200.06 feet thence North 81° 41' 22" East continuing along said North right of way line 101.12 feet; thence South 89° 46' 47" East continuing along said North right of way line 153.87 feet to an iron pipe set; thence North 0° 52' 40" West 580.11 feet to an iron pipe set; thence South 89° 46' 47" East 300.41 feet to a PK Nail set in pavement on the East line of said Southwest Quarter; thence North 0° 52' 40" West along said East line 135.58 feet; thence North 89° 07' 20" East 25.66 feet to a point on the East right of way line of California Road thence South 15° 14' 58" East along said East right of way line 275.76 feet; thence North 0° 43' 18" East 419.10 feet; thence South 89° 07' 30" West 105.80 feet to a point on said East line; thence North 0° 52' 40" West along said East line 1750.00 feet to an iron pipe found at the center of said Section 32; thence South 89° 01' 59" West along the North line of said Southwest Quarter 1209.15 feet to an iron pipe set; thence South 0° 35' 43" East 249.72 feet to an iron rod found; thence South 88° 40' 17" West 99.98 feet to a point on the West line of said East Half; thence South 0° 35' 43" East along said West line 2339.63 feet to the Point of Beginning, Excepting therefrom the west 500 feet of even width, situated in Tazewell County, Illinois.

TRACT 2 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "CCC" PAGE 29 AT THE TAZEWELL COUNTY RECORDERS OFFICE BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, T.25N., R.4W., OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the south quarter corner of said section 32, thence north 0°52'40" west, along the west line of said southeast 1/4, 2281.94 feet to the point of beginning of said tract 2 to be described; thence continuing along said west line north 0°52'40" west, 400.00 feet to the center of section 32; thence north 89°07'30" east along the north line of said southeast 1/4, 1022.25 feet; thence south 20°02'52" east, 411.70 feet; thence south 0°34'25" east along a line parallel with and 175.00 feet measured perpendicular west of the east line of said west 1/2, 11.13 feet; thence south 89°07'30" west, 1157.39 feet to the point of beginning containing 10.025 acres, more or less.

Excepting therefrom a part of said tract 2 being more particularly described as follows:

Commencing at the southwest corner of the southeast quarter of said section 32; thence north 0°52'40" west, (bearings are assumed for the purpose of description only) along the west line of the southeast quarter of said section 32, a distance of 2281.94 feet to the southwest corner of said tract 2; thence north 89°07'30" east, along the south line of said tract 2, a distance of 277.53 feet to the point of beginning; thence north 13°10'52" east, a distance of 412.35 feet to the north line of the southeast quarter of said section 32 and also being the north line of said tract 2; thence north 89°07'30" east, along said north line, a distance of 220.00 feet; thence south 14°25'51" west, a distance of 414.71 feet to the south line of said tract 2; thence south 89°07'30" west, along said south line, a distance of 210.67 feet to the point of beginning, the said real estate containing 86,132 square feet, more or less, or 1.977 acres, more or less.

Also excepting therefrom a part of said tract 2 being more particularly described as follows:

Commencing at the southwest corner of the southeast 1/4 of said section 32; thence north 0°52'40" west along the west line of the southeast 1/4 of said section 32, a distance of 2281.94 feet to the southwest corner of said tract 2; thence north 89°07'30" east along the south line of said tract 2, a distance of 488.20 feet to a point on the easterly right of way line of proposed Veterans Drive and the point of beginning of the tract to be described; thence north 14°25'51" east, a distance of 414.71 feet to a point on the north line of the southeast 1/4 of said section 32; thence north 89°07'30" east, along the north line of the southeast 1/4 of said section 32, a distance of 424.45 feet to the northeast corner of said tract 2; thence south 20°02'52" east. Along the east line of said tract 2, a distance of 411.70 feet; thence south 0°34'25" east along a line parallel with and 175.00 feet measured perpendicular west of the east line of the west 1/2 of the southeast 1/4 of said section 32, a distance of 11.13 feet to the southeast corner of said tract 2; thence south 89°07'30" west, along the south line of said tract 2, a distance of 669.19 feet to the point of beginning containing 5.040 acres. More or less.

A part of the west half of the southeast quarter of section 32, township 25 north, range 4 west of the third principal meridian, Tazewell County, Illinois, being more particularly described as follows:

Commencing at the south quarter corner of said section 32, thence north 00 degrees, 52 minutes 40 seconds west, along the west line of said southeast quarter, 2,281.94 feet to the point of beginning of said tract to be described; thence continuing along said west line north 00 degrees 52 minutes 40 seconds west, 400.00 feet to the center of Section 32; thence north 83 degrees 07 minutes 30 seconds east along the north line of said southeast quarter, 377.80 feet; thence north 13 degrees 10 minutes 52 seconds east a distance of 412.35 feet; thence south 89 degrees 07 minutes 30 seconds west 277.53 feet to the point of beginning; said tract

being a part of tract 2 as shown on a plat recorded in plat book "ccc", page 29 in the office of the Tazewell county recorder of deeds.

2017 Amendment Additions & Deletions:

Additions with PINS and Legal Descriptions: 05-05-32-300-004 05-05-35-400-022

Tract 1, being a part-of the East Half of the Southwest Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, as shown on plat of survey recorded in Plat Book "CCC", Page 29 more particularly described as follows:

COMMENCING at a PK Nail set in pavement at the South Quarter corner of said Section 32; thence North 89° 47' 01" West (bearings assumed for description purposes only) along the South line of said Southwest Quarter 1322.46 feet to the Southwest corner of said East Half; thence North 0° 35' 43" West 64.70 feet to a point on the North right of way line of F.A.S. Route 1467 (Broadway Road), said point to be the POINT OF BEGINNING of Tract I to be described;

From the Point of Beginning, thence South 81° 14' 56" East along said North right of way line 68.61 feet; thence South 89°46'47" East continuing along said North right of way line 200.00 feet; thence North 87° 21' 8" East continuing along said North right of way line 100.12 feet; thence South 86° 55' 02" East continuing along said North right of way line 100.12 feet; thence South 84° 04' 09" East continuing along said North right of way line 100.50 feet; thence North 88° 47' 17" East continuing along said North right of way line 200.06 feet thence North 81° 41' 22" East continuing along said North right of way line 101.12 feet; thence South 89° 46' 47" East continuing along said North right of way line 153.87 feet to an iron pipe set; thence North 0° 52' 40" West 580.11 feet to an iron pipe set; thence South 89° 46' 47" East 300.41 feet to a PK Nail set in pavement on the East line of said Southwest Quarter; thence North 0° 52' 40" West along said East line 135.58 feet; thence North 89° 07' 20" East 25.66 feet to a point on the East right of way line of California Road thence South 15° 14' 58" East along said East right of way line 275.76 feet; thence North 0° 43' 18" East 419.10 feet; thence South 89° 07' 30" West 105.80 feet to a point on said East line; thence North 0° 52' 40" West along said East line 1750.00 feet to an iron pipe found at the center of said Section 32; thence South 89° 01' 59" West along the North line of said Southwest Quarter 1209.15 feet to an iron pipe set; thence South 0° 35' 43" East 249.72 feet to an iron rod found; thence South 88° 40' 17" West 99.98 feet to a point on the West line of said East Half; thence South 0° 35' 43" East along said West line 2339.63 feet to the Point of Beginning, Excepting therefrom the west 500 feet of even width, situated in Tazewell County, Illinois.

Tract 2 as shown on a plat recorded in plat book "ccc" page 29 at the Tazewell County Recorders Office being a part of the west 1/2 of the southeast 1/4 of section 32, t.25n., r.4w., of the 3rd p.m., Tazewell county, Illinois, being more particularly described as follows: commencing at the south quarter corner of said section 32, thence n 0°52'40"w, along the west line of said southeast 1/4, 2281 .94 feet to the point of beginning of said tract 2 to be described; thence continuing along said west line n 0°52'40"w, 400.00 feet to the center of section 32; thence n89°07'30"e along the north line of said southeast 1/4, 1022.25 feet; thence s20°02'52'e, 411.70 feet; thence s0°34'25"e along a line parallel with and 175.00 feet measured perpendicular west of the east line of said west 1/2, 11.13 feet: thence s89°07'30"w,

1157.39 feet to the point of beginning containing 10.025 acres, more or less.

Excepting therefrom a part of said tract 2 being more particularly described as follows: commencing at the southwest corner of the southeast quarter of said section 32; thence n00°52'40"w, (bearings are assumed for the purpose of description only) along the west line of the southeast quarter of said section 32, a distance of 2281.94 feet to the southwest corner of said tract 2; thence n89°07'30"e, along the south line of said tract 2, a distance of 277.53 feet to the point of beginning; thence n13°10'52"e, a distance of 412.35 feet to the north line of the southeast quarter of said section 32 and also being the north line of said tract 2; thence n89°07'30"e, along said north line, a distance of 220.00 feet; thence s14°25'51"w, a distance of 414.71 feet to the south line of said tract 2; thence s89°07'30"w, along said south line, a distance of 210.67 feet to the point of beginning, the said real estate containing 86,132 square feet, more or less, or 1.977 acres, more or less.

Also excepting therefrom a part of said tract 2 being more particularly described as follows: commencing at the southwest corner of the se 1/4 of said section 32; thence n0°52'40"w along the west line of the se 1/4 of said section 32, a distance of 2281.94 feet to the southwest corner of said tract 2; thence n89°07'30"e along the south line of said tract 2, a distance of 488.20 feet to a point on the easterly right of way line of proposed Veterans Drive and the point of beginning of the tract to be described; thence n14°25'51"e, a distance of 414.71 feet to a point on the north line of the southeast 1/4 of said section 32; thence n89°07'30"e, along the north line of the southeast 1/4 of said section 32, a distance of 424.45 feet to the northeast corner of said tract 2; thence s20°02'52"e. Along the east line of said tract 2, a distance of 411.70 feet; thence s0°34'25"e along a line parallel with and 175.00 feet measured perpendicular west of the east line of the west 1/2 of the southeast 1/4 of said section 32, a distance of 11.13 feet to the southeast corner of said tract 2; thence s89°07'30"w, along the south line of said tract 2, a distance of 669.19 feet to the point of beginning containing 5.040 acres. More or less.

A part of the west half of the southeast quarter of section 32, township 25 north, range 4 west of the third principal meridian, Tazewell county, Illinois, being more particularly described as follows: commencing at the south quarter corner of said section 32, thence north 00 degrees, 52 minutes 40 seconds west, along the west line of said southeast quarter, 2,281.94 feet to the point of beginning of said tract to be described; thence continuing along said west line north 00 degrees 52 minutes 40 seconds west, 400.00 feet to the center. Of section 32; thence north 83 degrees 07 minutes 30 seconds east along the north line of said southeast quarter, 377.80 feet; thence north 13 degrees 10 minutes 52 seconds east a distance of 412.35 feet; thence south 89 degrees 07 minutes 30 seconds west 277.53 feet to the point of beginning; said tract being a part of tract 2 as shown on a plat recorded in plat book "ccc", page 29 in the office of the Tazewell county recorder of deeds.

- 11-11-07-308-013 SEC 7 T24N R4W PEKIN PLAZA LOT 5 (EXC TRACTS) & PT NLY PT LOT 3 SW 1/4
- 11-11-07-101-008
- 11-11-07-101-012
- 10-10-12-210-004

Beginning at the intersection of the centerline of Griffin Avenue and the East line, extended North, to the said Centerline, of Lot 23 in Pekin Plaza #4; The following call is describing the centerline of a 3 foot wide strip of land; Thence Westerly, along the said centerline of Griffin Avenue, extended Westerly, to the Westerly Right of Way line of Olt Avenue; Thence Northerly, along the said Westerly Right of Way line of Olt Avenue, to the Southerly Right of Way line of Valle Vista Boulevard; Thence Westerly, along the said Southerly Right of Way line of Valle Vista Boulevard, to the Northerly line of PIN 10-10-12-210-001 (PIN as of 3-16-2017); Thence Easterly, along the Northerly line of said PIN 10-10-12-210-001, to the Easterly line of said PIN; Thence Southerly, along the said Easterly line of said PIN 10-10-12-210-001, to the Southerly line of said PIN; Thence Westerly, along the said Southerly line of said PIN 10-10-12-210-001, to the Easterly Right of Way line of said Court Street / Illinois Route 9; Thence Southerly, along the said Easterly Right of Way line of Court Street / Illinois Route 9, to the North line of Lot 10, in Block 2 of Pekin Commercial Park Subdivision, extended West, to the Easterly Right of Way line of Court Street / Illinois Route 9; Thence Easterly, along the said extended North line of Lot 10, to the Southerly line of PIN 11-11-07-101-008 (PIN as of 3-16-17); Thence Southeasterly, along the Southerly line of said PIN 11-11-07-101-008, to the Westerly Right of Way line of Olt Avenue; Thence Northerly, along the said Westerly Right of Way line of Olt Avenue, to the extended centerline of Griffin Avenue;

Deletions with resulting connector strip description

- 04-04-26-102-008 ALL PROPERTY W OF E LINE OF 12TH ST EXTENDED AND S OF CILCO CORRIDOR NW 1/4 EX CEM AND COAN MACH AND TRACTS

Also, Beginning at the intersection of the North line, extended West, of PIN 04-04-26-102-008 (PIN as of 3/22/2017) and the Centerline of North 8th Street / Illinois Route 29; The following call is describing the centerline of a 3 foot wide strip of land; Thence South, along the said centerline, to the North line of PIN 04-04-26-101-004 (PIN as of 3/22/2017), said point being the point of terminus.

2022 Amendment Additions, Deletions, & Local Incentive Changes

A. PINS OF TERRITORY BEING ADDED

10-10-11-200-003	10-10-11-410-009	04-10-02-323-002	04-10-03-309-003	04-10-03-416-011	04-10-02-321-004
10-10-12-208-022	10-10-11-413-020	04-10-02-322-017	04-10-03-309-002	04-10-03-416-012	04-10-02-414-014
10-10-12-209-002	10-10-11-410-008	04-10-02-321-016	04-10-03-309-001	04-10-03-416-013	04-10-02-413-015
04-10-03-418-007	11-11-07-400-013	04-10-02-321-003	04-10-02-413-018	04-10-02-431-001	04-10-02-413-003
04-10-03-418-008	10-10-11-410-007	04-10-01-309-014	04-10-02-413-006	04-10-02-322-004	04-10-02-412-016
04-10-03-310-012	11-11-07-400-012	04-10-01-101-012	04-10-02-412-019	04-10-02-321-018	04-10-02-412-003
04-10-03-310-011	10-10-11-408-009	10-10-12-217-005	04-10-02-412-006	04-10-02-321-005	04-10-02-411-015
04-10-03-310-010	11-11-07-307-016	10-10-11-105-023	04-10-02-411-018	04-10-02-324-014	04-10-02-411-003
04-10-03-310-009	11-11-07-400-037	10-10-11-200-010	04-10-02-329-015	04-10-02-414-015	04-10-02-329-002
04-10-03-310-008	10-10-11-413-018	11-11-07-101-011	04-10-02-329-005	04-10-02-413-016	04-10-02-328-003
10-10-14-206-030	11-11-07-308-006	11-11-07-101-010	04-10-02-328-015	04-10-02-413-004	04-10-02-322-002
11-11-07-301-023	11-11-07-307-011	10-10-12-216-016	04-10-02-327-017	04-10-02-412-017	04-10-02-414-002
11-11-07-301-001	11-11-07-308-005	10-10-12-216-009	04-10-02-327-006	04-10-02-412-004	04-10-02-413-002
10-10-14-205-013	11-11-07-307-001	10-10-12-208-021	04-10-02-326-018	04-10-02-411-016	04-10-02-412-015
10-10-14-206-016	11-11-07-301-008	10-10-12-208-023	04-10-02-326-006	04-10-02-411-004	04-10-02-411-002
10-10-13-104-006	11-11-07-400-027	10-10-12-208-018	04-10-02-325-018	04-10-02-329-003	04-10-02-328-002
10-10-14-206-029	11-11-07-400-024	10-10-12-209-003	04-10-02-325-006	04-10-02-328-004	04-10-02-327-002
10-10-14-206-028	11-11-07-307-020	10-10-12-208-017	04-10-02-324-016	04-10-02-327-015	04-10-02-326-014
10-10-13-104-010	11-11-07-400-025	10-10-12-208-016	04-10-02-324-005	04-10-02-327-004	04-10-02-326-002
10-10-14-206-031	11-11-07-400-011	10-10-12-208-015	04-10-02-323-017	04-10-02-326-016	04-10-02-325-014
10-10-13-104-004	11-11-07-105-003	10-10-12-208-013	04-10-02-323-005	04-10-02-326-004	04-10-02-325-002
10-10-14-206-023	11-11-07-301-024	11-11-07-112-001	04-10-02-322-020	04-10-02-325-016	04-10-02-324-012
10-10-14-206-022	11-11-07-309-001	10-10-11-200-008	04-10-02-328-006	04-10-02-325-004	04-10-02-322-016
10-10-14-206-021	11-11-07-301-004	10-10-12-208-014	04-10-02-322-006	04-10-02-324-003	04-10-03-312-010
10-10-14-206-020	11-11-07-301-003	04-10-01-416-031	04-10-02-321-007	04-10-02-323-015	04-10-03-312-009
10-10-14-205-010	11-11-07-301-002	04-10-01-416-032	04-10-02-431-002	04-10-02-323-003	04-10-03-312-008
11-11-07-307-023	11-11-07-105-002	04-10-01-416-030	04-10-02-414-016	04-10-02-322-018	04-10-03-312-007
10-10-11-400-021	11-11-07-105-001	04-10-01-416-029	04-10-02-414-005	04-10-03-416-014	04-10-03-312-006
11-11-07-307-008	11-11-07-108-009	04-10-01-411-002	04-10-02-413-017	04-10-03-416-015	04-10-03-312-005
10-10-11-414-022	11-11-07-108-005	04-10-03-402-009	04-10-02-413-005	04-10-03-416-016	04-10-03-312-004
11-11-07-305-013	11-11-07-308-001	04-10-02-410-023	04-10-02-412-018	04-10-03-416-017	04-10-03-312-021
11-11-07-307-014	11-11-07-108-010	04-10-02-410-011	04-10-02-412-005	04-10-03-416-018	04-10-03-311-009
10-10-11-414-024	11-11-07-103-018	04-10-02-409-024	04-10-02-411-017	04-10-03-416-019	04-10-03-311-008
10-10-11-414-038	11-11-07-103-017	04-10-02-409-009	04-10-02-411-005	04-10-03-417-007	04-10-03-311-007
10-10-11-414-037	11-11-07-103-033	04-10-02-408-012	04-10-02-329-014	04-10-03-417-009	04-10-03-311-006
10-10-11-414-025	11-11-07-107-009	04-10-02-407-018	04-10-02-329-004	04-10-03-417-010	04-10-03-311-005
10-10-11-414-036	11-11-07-107-011	04-10-02-401-009	04-10-02-328-014	04-10-03-417-011	04-10-03-311-004
10-10-11-414-035	11-11-07-103-001	04-10-02-320-004	04-10-02-328-005	04-10-03-418-006	04-10-03-311-001
10-10-11-414-034	10-10-12-217-007	04-10-02-320-003	04-10-02-327-016	04-10-03-418-009	04-10-03-310-036
10-10-11-414-039	10-10-12-217-006	04-10-02-320-002	04-10-02-327-005	04-10-03-418-010	04-10-03-310-004
10-10-11-414-040	11-11-07-108-002	04-10-02-320-001	04-10-02-326-017	04-10-03-418-011	04-10-03-415-032
10-10-11-414-041	11-11-07-107-010	04-10-01-411-001	04-10-02-326-005	04-10-03-419-005	04-10-03-415-002
10-10-11-414-042	11-11-07-108-001	04-10-03-402-014	04-10-02-325-017	04-10-03-419-006	04-10-03-415-009
10-10-11-410-010	11-11-07-101-007	04-10-03-309-013	04-10-02-325-005	04-10-03-419-007	04-10-03-416-001

11-11-07-307-022	04-10-02-327-014	04-10-03-309-012	04-10-02-324-015	04-10-03-419-008	04-10-03-416-005
10-10-11-413-021	04-10-02-327-003	04-10-03-309-011	04-10-02-324-004	04-10-03-419-009	04-10-03-416-024
04-10-02-323-004	05-05-32-105-024	05-05-31-210-022	04-04-26-205-008	04-10-03-414-015	04-10-03-402-010
04-10-02-322-019	05-05-32-107-006	05-05-31-200-007	11-11-07-307-021	04-10-03-412-027	04-10-03-403-021
04-10-02-322-005	11-11-07-307-024	05-05-31-210-021	05-05-31-310-033	04-10-03-412-025	04-10-03-403-022
04-10-02-321-019	11-11-07-108-014	05-05-32-108-001	05-05-31-309-003	04-10-03-412-026	04-10-03-403-023
04-10-02-321-006	11-11-07-108-011	11-11-07-107-017	05-05-31-309-004	04-10-02-409-013	04-10-03-403-024
04-10-03-416-010	11-11-05-101-016	11-11-07-107-019	05-05-31-310-016	04-10-02-409-012	04-10-03-403-025
04-10-03-420-005	10-10-12-216-020	11-11-07-103-046	05-05-31-309-005	04-10-03-407-030	04-10-03-403-026
04-10-03-420-006	11-11-07-308-011	04-10-03-311-021	05-05-31-310-017	04-10-02-314-018	04-10-03-404-023
04-10-03-420-007	10-10-14-208-019	11-11-07-308-012	05-05-31-106-007	04-10-02-314-008	04-10-03-404-045
04-10-03-420-008	11-11-07-107-016	11-11-07-307-018	05-05-32-105-001	04-10-02-313-018	04-10-01-411-004
04-10-03-420-009	10-10-12-210-003	04-10-01-400-039	05-05-29-302-004	04-10-03-413-023	04-10-03-407-029
04-10-02-322-003	11-11-05-101-015	10-10-12-409-039	05-05-29-302-003	04-10-03-407-031	04-10-02-313-007
04-10-02-321-017	10-10-12-409-033	10-10-12-409-040	05-05-30-402-003	04-10-03-411-031	04-10-02-317-017
04-10-03-416-022	10-10-12-409-034	04-04-26-201-001	05-05-30-402-002	04-10-03-411-015	04-10-02-318-019
04-10-03-416-007	10-10-12-409-035	04-04-26-201-002	05-05-30-402-001	04-10-03-404-046	04-10-01-407-008
04-10-03-417-012	10-10-12-409-036	04-04-26-201-008	04-10-03-420-001	04-10-03-411-017	04-10-01-407-009
04-10-03-417-003	10-10-12-409-037	04-04-26-201-026	04-10-03-420-002	04-10-03-404-047	04-10-01-411-003
04-10-03-417-004	10-10-12-415-002	04-04-26-202-001	04-10-02-414-013	04-10-03-404-048	04-10-03-309-028
04-10-03-417-005	10-10-12-415-003	04-04-26-202-002	04-10-02-414-001	04-10-03-404-049	04-10-02-410-024
04-10-03-418-001	10-10-12-415-004	04-04-26-202-004	04-10-02-413-014	04-10-02-409-025	04-10-02-409-027
04-10-02-440-006	10-10-12-415-005	04-04-26-202-009	04-10-02-413-001	04-10-02-407-021	04-10-02-409-010
04-10-02-440-007	10-10-12-415-006	04-04-26-203-005	04-10-02-412-014	04-10-02-318-010	04-10-02-408-013
04-10-02-440-008	10-10-12-415-007	04-04-26-204-001	04-10-02-411-001	04-10-02-317-018	04-10-01-400-017
04-10-02-440-009	10-10-12-415-008	04-04-26-204-002	04-10-03-420-003	04-10-02-313-008	04-10-02-113-015
04-10-02-440-010	04-10-02-411-013	04-04-26-204-020	04-10-02-440-012	04-10-01-411-005	04-10-02-407-019
04-10-02-440-011	04-04-26-205-012	04-04-26-204-023	04-10-02-329-012	04-10-03-309-026	04-10-01-406-014
04-10-02-116-008	11-11-07-107-015	04-04-26-204-028	04-10-02-329-001	04-10-03-309-025	04-10-01-408-010
04-10-02-116-011	11-11-07-103-022	04-04-26-204-030	04-10-02-328-023	04-10-03-309-027	04-10-01-406-013
04-10-02-116-012	04-10-02-412-027	04-04-26-429-002	04-10-02-328-001	04-10-03-309-020	04-10-02-408-025
05-05-30-400-014	04-10-02-412-029	04-10-02-316-016	04-10-02-327-013	04-10-03-309-019	04-10-01-408-016
05-05-20-100-001	05-05-32-107-024	04-10-02-318-009	04-10-02-327-001	04-10-03-309-018	04-10-01-408-015
05-05-17-300-001	05-05-32-107-008	04-10-02-312-016	04-10-02-326-013	04-10-03-309-014	04-10-01-408-014
05-05-17-100-001	05-05-32-105-019	10-10-12-409-038	04-10-02-326-025	04-10-03-309-017	04-10-01-406-018
11-11-06-200-001	05-05-32-105-015	11-11-07-307-019	04-10-02-326-001	04-10-03-309-015	04-10-01-408-013
05-05-30-400-013	05-05-32-105-016	11-11-07-308-003	04-10-02-325-013	04-10-03-309-016	04-10-01-406-017
10-10-33-100-007	05-05-32-107-021	04-10-02-312-017	04-10-02-325-001	04-10-03-411-030	04-10-03-307-009
04-10-03-418-002	10-10-13-100-037	04-10-02-320-005	04-10-02-324-011	04-10-02-300-042	04-10-01-406-016
04-10-03-418-003	11-11-07-308-004	04-10-03-416-025	04-10-02-324-001	04-10-02-300-022	04-10-03-307-011
04-10-03-418-004	11-11-07-308-007	04-10-02-328-022	04-10-03-420-004	04-10-03-411-014	04-10-03-307-010
04-10-03-418-005	04-10-02-414-023	05-05-31-311-037	04-10-02-323-013	04-10-02-429-001	04-10-01-408-012
04-10-03-419-001	04-10-02-414-025	04-10-02-440-001	04-10-02-323-012	04-10-03-412-024	04-10-01-406-015
04-10-03-419-002	04-10-02-407-022	04-10-02-440-002	04-10-02-323-001	04-10-02-410-025	04-10-01-408-011
04-10-03-419-003	04-10-02-407-024	04-10-02-440-003	04-10-02-322-015	04-10-03-414-014	04-10-01-408-009
04-10-03-419-004	05-05-32-107-005	04-10-02-440-004	04-10-02-322-001		
04-10-01-406-011	05-05-32-107-010	04-10-02-440-005	04-10-02-321-015		
04-10-01-408-008	04-10-03-413-011	04-10-02-314-016	04-10-02-321-014		
04-10-01-408-007	04-10-02-300-044	04-10-02-314-007	04-10-02-314-017		
04-10-01-408-006	04-10-02-300-043	04-10-02-313-017	04-10-03-407-016		

04-10-01-408-005	04-10-02-300-024	04-10-03-407-013	05-05-31-306-015
04-10-01-400-016	04-10-02-300-023	04-10-03-413-022	04-04-25-114-002
04-10-01-408-004	04-10-02-316-017	04-10-03-407-014	04-04-25-114-003
04-10-01-408-001	04-10-02-315-017	04-10-03-407-015	04-04-25-114-004
04-04-36-409-003	04-10-02-315-008	04-10-03-402-015	04-04-25-114-005
04-10-02-211-004	05-05-29-300-010	04-04-25-114-010	04-04-25-114-006
04-10-02-209-028	04-04-26-203-006	04-04-25-109-022	04-04-25-114-007
04-10-02-209-029	04-04-26-203-001	04-04-25-109-021	04-04-25-114-008
04-10-02-209-024	04-04-26-202-014	04-04-25-109-017	04-04-25-114-009
04-10-02-209-030	04-04-26-202-015	04-04-25-109-018	04-10-01-314-031
04-10-02-209-020	04-04-26-202-011	04-04-25-109-019	04-10-01-400-034
04-10-02-209-010	04-04-26-204-018	04-04-25-109-020	04-10-01-101-013
04-10-02-209-012	04-04-26-202-016	04-04-25-109-016	04-10-01-310-008
04-10-02-209-013	04-04-26-202-017	04-04-25-109-024	04-10-01-310-011
04-10-02-116-003	04-04-26-202-005	04-04-25-113-007	04-10-01-310-007
04-10-02-116-006	04-04-26-202-019	04-04-25-112-018	04-10-01-310-010
04-10-02-116-002	04-04-26-201-007	04-04-25-104-057	04-04-26-427-006
04-10-02-116-005	04-04-26-201-006	10-10-13-104-013	04-04-26-428-006
04-10-02-116-004	04-04-26-204-003	05-05-32-400-020	04-04-26-429-001
04-10-02-116-001	04-04-26-204-027	05-05-32-400-022	04-04-26-203-004
04-10-02-113-016	04-04-26-201-027	05-05-31-210-027	04-04-26-204-019
04-10-02-113-004	04-04-26-204-032	05-05-31-211-008	05-05-31-310-032
04-10-02-109-017	04-04-26-204-021	05-05-31-211-001	05-05-31-310-041
04-10-02-109-005	04-04-25-104-056	05-05-32-106-005	05-05-31-310-039
04-10-02-109-004	04-04-26-204-022	05-05-32-105-023	05-05-31-310-037
04-10-02-106-008	04-04-25-109-023	05-05-32-105-018	05-05-31-310-036
04-10-02-109-002	04-04-25-109-014	05-05-32-107-022	04-10-02-409-011
04-10-02-109-001	04-04-26-204-024	04-10-02-321-002	04-10-03-414-027
04-10-02-106-007	04-04-25-113-006	04-10-02-321-001	04-10-02-408-014
04-10-02-106-006	04-04-25-112-009	04-10-02-429-012	04-10-03-413-010
04-10-02-106-005	04-04-26-204-031	04-10-03-411-032	04-10-02-317-008
04-10-02-106-004	04-04-26-205-005	04-10-02-312-015	04-10-02-316-008
04-10-02-106-003	04-04-26-205-006	04-10-03-411-016	04-10-02-315-016
04-10-02-106-020	04-04-26-205-007	04-10-02-313-009	04-10-02-315-007
04-10-02-106-002	05-05-31-309-006	04-04-26-428-007	04-10-01-406-012
05-05-31-314-002	05-05-31-310-019	04-04-26-427-005	04-10-01-400-033
05-05-31-311-038	05-05-31-310-018	04-04-26-428-008	04-10-01-314-032
05-05-31-311-017	05-05-31-309-007	04-04-26-428-009	
05-05-31-314-004	05-05-31-310-028	04-04-26-429-004	
05-05-31-314-005	05-05-31-310-029	04-04-26-428-010	
05-05-31-311-028	05-05-31-310-030	04-04-26-429-003	
05-05-30-400-015	05-05-31-310-040	04-04-26-428-011	
04-04-26-400-001	05-05-31-310-031	04-04-26-419-001	

B. PINS OF TERRITORY BEING DELETED

10-10-15-100-004	04-10-03-502-003	04-04-34-510-032	04-04-34-510-005	10-10-16-502-003
10-10-15-100-001	04-10-03-502-002	04-04-34-202-004	04-04-34-510-001	10-10-16-502-002
10-10-10-300-002	04-10-03-502-001	04-04-34-202-001	04-04-26-302-001	10-10-16-501-001
04-10-03-502-010	04-04-35-326-001	04-04-34-202-002	04-04-26-302-008	10-10-09-502-007
10-10-10-504-002	04-04-35-327-009	04-04-34-223-003	04-04-26-309-001	10-10-09-502-008
10-10-10-504-001	04-04-34-424-006	04-04-34-223-002	04-04-26-308-004	10-10-09-501-007
04-10-03-300-002	04-04-34-422-001	04-04-34-223-001	04-04-27-400-002	10-10-09-502-004
04-10-03-502-011	04-04-34-424-018	04-04-34-221-004	04-04-26-308-003	10-10-09-502-005
04-10-03-206-009	04-04-34-436-010	04-04-34-220-004	04-04-26-308-002	10-10-09-501-006
04-04-34-202-003	04-04-34-422-005	04-04-34-510-029	04-04-27-300-001	10-10-09-501-005
04-04-34-208-005	04-04-34-436-013	04-04-34-510-030	04-04-27-400-001	11-11-07-203-004
04-10-03-507-001	04-04-34-431-001	04-04-34-510-026	04-04-26-300-001	10-10-09-502-003
04-04-34-510-028	04-04-34-427-015	04-04-34-510-027	04-04-26-308-010	10-10-09-200-012
04-04-34-510-008	04-04-34-422-003	04-04-34-510-025	04-04-26-100-003	10-10-09-501-004
04-10-03-100-006	04-04-34-220-002	04-04-34-510-024	04-04-26-200-005	10-10-09-502-002
04-10-03-100-009	04-04-34-211-003	04-04-34-510-023	04-04-23-400-021	10-10-09-501-003
04-10-03-100-005	04-04-34-510-071	04-04-34-510-022	04-04-24-300-024	10-10-09-502-001
04-10-03-502-009	04-04-34-510-051	04-04-34-510-021	04-04-24-300-021	10-10-09-501-002
04-10-03-507-003	04-04-34-510-019	04-04-34-510-020	04-04-23-300-013	10-10-09-100-002
04-10-03-507-004	04-04-34-510-018	04-04-34-220-003	04-04-24-300-022	10-10-09-501-001
04-10-03-507-005	04-04-34-424-005	04-04-34-220-001	04-04-23-402-004	10-10-10-502-001
04-10-03-507-002	04-04-34-436-001	04-04-34-217-001	04-04-23-401-001	04-04-26-200-001
04-10-03-100-004	04-04-34-424-017	04-04-34-214-001	04-04-23-402-003	04-04-24-300-014
04-10-03-100-008	04-04-34-424-001	04-04-34-510-017	04-04-23-402-001	10-10-13-400-008
04-10-03-207-003	04-04-34-423-001	04-04-34-510-016	04-04-23-402-002	10-10-14-300-004
04-10-03-207-002	04-04-35-312-002	04-04-34-510-015	04-10-03-207-001	10-10-14-300-006
04-10-03-208-008	04-04-34-426-001	04-04-34-211-005	04-10-03-206-011	10-10-13-400-004
04-10-03-208-006	04-04-34-510-070	04-04-34-211-006	04-04-34-441-010	10-10-15-100-003
04-10-03-502-007	04-04-34-418-001	04-04-34-211-004	04-04-34-441-002	10-10-13-203-002
04-10-03-502-005	04-04-34-422-004	04-04-34-211-002	04-04-34-441-001	10-10-09-200-008
04-10-03-504-012	04-04-34-418-003	04-04-34-211-001	04-04-25-100-022	10-10-15-504-001
04-10-03-504-011	04-04-34-418-004	04-04-34-208-006	04-04-34-436-015	04-04-34-510-035
04-10-03-504-010	04-04-34-418-007	04-04-34-208-004	04-04-26-101-004	04-04-34-510-034
04-10-03-504-009	04-04-34-412-003	04-04-34-208-001	04-10-03-100-002	04-04-34-510-033
04-10-03-504-008	04-04-34-510-055	04-04-34-208-003	04-04-23-400-019	04-04-34-510-002
04-10-03-504-007	04-04-34-510-049	04-04-34-510-013	04-04-26-102-015	04-04-34-510-003
04-10-03-504-006	04-04-34-510-053	04-04-34-510-012	04-10-03-100-003	10-10-15-501-001
04-10-03-100-007	04-04-34-510-050	04-04-34-510-011	04-04-34-418-002	11-11-18-100-001
04-10-03-214-004	04-04-34-412-002	04-04-34-510-010	04-04-34-418-005	04-10-03-510-001
04-10-03-206-010	04-04-34-412-001	04-04-34-510-009	04-04-34-418-006	04-10-03-504-003
04-10-03-100-001	04-04-34-406-003	04-04-34-510-007	10-10-15-400-002	04-04-34-510-039
04-10-03-100-011	04-04-34-406-002	04-04-34-206-002	10-10-14-405-009	04-04-34-510-036
04-10-03-108-002	04-04-34-406-001	04-04-34-206-001	10-10-14-405-008	04-04-34-510-006
04-10-03-101-002	04-04-34-510-052	04-04-34-203-002	10-10-13-400-002	04-04-34-510-004
04-10-03-108-001	04-04-34-510-041	04-04-34-205-002	10-10-14-405-007	10-10-14-300-003
04-04-34-456-013	04-04-34-510-040	04-04-34-205-001	10-10-14-405-006	10-10-15-501-002
04-10-03-504-005	04-04-34-202-005	04-04-34-200-001	10-10-13-300-002	
04-10-03-510-002	04-04-34-510-031	04-04-34-203-001	10-10-14-400-002	

C. INCENTIVES BEING AFFECTED

As initially established in the Southern Tazewell Enterprise Zone in 2016, each Participant agreed to reduce local building permit fees required prior to construction of an Eligible Improvement in the enterprise zone. Moreover, each Participant may further charge to a developer in the enterprise zone an Enterprise Zone Fee, in the amount of .5% of the cost of building materials incorporated into an Eligible Improvement, with a maximum fee being capped at \$50,000.

With the expansion of the Enterprise Zone to all major development areas of the City of Pekin that will require adequate and appropriate building code inspections, the City of Pekin desires to make its building permit fees applicable for all projects located in the enterprise zone. Building permit fee revenues generated from projects in (and out) of the enterprise zone will help defray the costs of required building inspections to ensure proper compliance with building codes.

Any perceived loss felt by developers with this change can be offset through the following measures:

- To provide a similar development incentive as the building fee waiver, the City shall also institute a 100% reduction in Enterprise Zone Fees charged to any developer in the enterprise zone.
- The Southern Tazewell Enterprise Zone overlaps with other development districts in Pekin, such as a tax increment finance district and business development district, which can be utilized by developers to achieve further incentives to entice their development.

The cost impact to developers should therefore be reduced.

All other local incentives, such as the tax abatement for 5 years for any increase in equalized assessed value for eligible Improvements in commercial and industrial facilities outside of a tax increment finance district, still apply.

EXHIBIT 2
PINS for All Parcels in the Southern Tazewell Enterprise Zone after
Amendment #3

PEKIN COMPONENT PINS

04-04-23-300-003	04-04-23-401-063	04-04-25-109-020	04-04-26-202-015	04-04-26-427-006	04-04-34-221-008
04-04-23-300-005	04-04-23-401-064	04-04-25-109-021	04-04-26-202-016	04-04-26-428-006	04-04-34-221-009
04-04-23-300-006	04-04-23-401-068	04-04-25-109-022	04-04-26-202-017	04-04-26-428-007	04-04-34-224-001
04-04-23-300-007	04-04-23-401-069	04-04-25-109-023	04-04-26-202-019	04-04-26-428-008	04-04-34-224-002
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04-10-03-416-018	04-10-03-420-007	05-05-31-310-018	05-05-32-107-015	10-10-10-100-008	10-10-11-400-008
04-10-03-416-019	04-10-03-420-008	05-05-31-310-019	05-05-32-107-016	10-10-10-100-015	10-10-11-400-021
04-10-03-416-022	04-10-03-420-009	05-05-31-310-028	05-05-32-107-019	10-10-10-100-016	10-10-11-400-029
10-10-11-400-031	10-10-11-417-002	10-10-12-415-003	11-11-07-103-033	11-11-07-307-014	10-10-11-410-010
10-10-11-400-033	10-10-11-417-003	10-10-12-415-004	11-11-07-103-046	11-11-07-307-016	10-10-11-412-003
10-10-11-400-044	10-10-11-417-004	10-10-12-415-005	11-11-07-105-001	11-11-07-307-018	10-10-11-412-006
10-10-11-400-046	10-10-11-417-005	10-10-12-415-006	11-11-07-105-002	11-11-07-307-019	10-10-11-412-007
10-10-11-400-049	10-10-11-417-006	10-10-12-415-007	11-11-07-105-003	11-11-07-307-020	10-10-11-412-011
10-10-11-400-050	10-10-11-417-007	10-10-12-415-008	11-11-07-107-009	11-11-07-307-021	10-10-11-412-012
10-10-11-400-053	10-10-11-417-008	10-10-13-100-037	11-11-07-107-010	11-11-07-307-022	10-10-11-413-018
10-10-11-400-054	10-10-11-418-001	10-10-13-104-004	11-11-07-107-011	11-11-07-307-023	10-10-11-413-020
10-10-11-400-055	10-10-11-418-002	10-10-13-104-006	11-11-07-107-015	11-11-07-307-024	10-10-11-413-021
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10-10-11-410-009	10-10-12-208-014	10-10-14-205-009	11-11-07-108-001	11-11-07-308-005	10-10-11-414-034
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10-10-11-414-038	10-10-14-206-031	11-11-07-301-003	11-11-07-400-034	10-10-12-209-003	11-11-07-108-009
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10-10-11-414-040	10-10-15-200-005	11-11-07-301-008	11-11-07-400-037	10-10-12-210-004	11-11-07-108-011
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10-10-11-414-042	11-11-05-101-015	11-11-07-301-024	11-11-07-400-042	10-10-12-216-016	11-11-07-108-015
10-10-11-416-001	11-11-05-101-016	11-11-07-305-013	11-11-07-400-043	10-10-14-205-010	11-11-07-111-001
10-10-11-416-002	11-11-06-200-001	11-11-07-307-001	11-11-07-400-045	10-10-14-205-013	11-11-07-111-004
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10-10-12-208-016	11-11-07-101-012	11-11-07-308-011	11-11-07-400-014	10-10-14-206-023	11-11-07-112-008
10-10-12-208-017	11-11-07-103-001	11-11-07-308-012	11-11-07-400-015	11-11-07-400-018	11-11-07-400-024
10-10-12-208-018	11-11-07-103-017	11-11-07-308-013	11-11-07-400-016	11-11-07-400-020	11-11-07-400-025
10-10-12-208-021	11-11-07-103-018	11-11-07-309-001	11-11-07-400-017	11-11-07-400-021	11-11-07-400-027
11-11-07-400-029					

TAZEWELL COUNTY COMPONENT PINS

04-04-26-200-006	10-10-09-209-016	10-10-14-204-005	10-10-16-400-009	11-11-13-301-009	12-12-20-100-014
05-05-17-100-001	10-10-09-209-017	10-10-14-204-008	10-10-16-400-010	11-11-13-400-016	12-12-20-300-004
05-05-17-300-001	10-10-09-209-018	10-10-14-204-009	10-10-16-502-004	11-11-13-400-030	12-12-20-300-006
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05-05-30-400-013	10-10-09-209-020	10-10-14-402-010	10-10-16-502-006	11-11-15-100-007	18-18-06-100-009
05-05-30-400-014	10-10-09-209-021	10-10-15-200-006	10-10-17-100-002	11-11-15-100-008	18-18-06-100-010
06-06-08-300-014	10-10-09-214-013	10-10-15-200-008	10-10-17-100-009	11-11-15-100-013	10-10-33-100-007 (partial)
06-06-08-300-015	10-10-09-214-016	10-10-15-300-001	10-10-17-100-018	11-11-15-100-015	
06-06-09-300-025	10-10-09-214-017	10-10-15-300-002	10-10-17-100-019	11-11-15-200-002	
06-06-09-300-026	10-10-09-214-020	10-10-15-300-005	10-10-17-100-020	11-11-15-200-009	
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06-06-09-400-002	10-10-09-214-022	10-10-15-303-004	10-10-17-200-002	11-11-18-100-003	
06-06-09-400-006	10-10-09-214-023	10-10-15-303-005	10-10-17-200-005	11-11-18-200-005	
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06-06-15-200-004	10-10-09-400-010	10-10-15-303-020	11-11-05-300-006	12-12-08-300-010	
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10-10-09-201-002	10-10-13-400-012	10-10-16-200-004	11-11-13-300-008	12-12-20-100-007	
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10-10-09-205-009	10-10-14-100-003	10-10-16-200-009	11-11-13-300-012	12-12-20-100-012	
10-10-09-205-010	10-10-14-100-004	10-10-16-200-010	11-11-13-300-013	12-12-20-100-013	

MORTON COMPONENT PINS

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05-05-23-200-003	06-06-09-300-013	06-06-16-100-035	06-06-16-309-016	06-06-17-200-002	06-06-17-300-014
05-05-24-100-002	06-06-09-300-017	06-06-16-100-036	06-06-16-309-017	06-06-17-200-006	06-06-17-300-015
05-05-24-200-004	06-06-09-300-019	06-06-16-100-037	06-06-16-309-018	06-06-17-200-011	06-06-17-300-017
05-05-24-300-003	06-06-09-300-023	06-06-16-100-038	06-06-16-309-019	06-06-17-200-014	06-06-17-300-020
05-05-24-300-004	06-06-09-300-024	06-06-16-100-039	06-06-16-324-001	06-06-17-200-015	06-06-17-300-025
05-05-24-300-005	06-06-09-300-027	06-06-16-100-040	06-06-16-416-002	06-06-17-200-016	06-06-17-300-026
05-05-24-300-006	06-06-09-300-028	06-06-16-100-041	06-06-16-416-004	06-06-17-200-020	06-06-17-300-030
05-05-24-300-007	06-06-09-300-029	06-06-16-100-043	06-06-16-416-005	06-06-17-200-021	06-06-17-300-031
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05-05-24-301-012	06-06-09-300-036	06-06-16-200-008	06-06-17-100-019	06-06-17-200-028	06-06-17-300-037
05-05-24-400-003	06-06-09-300-038	06-06-16-200-017	06-06-17-100-020	06-06-17-200-030	06-06-17-300-038
05-05-24-400-007	06-06-09-300-043	06-06-16-201-001	06-06-17-100-023	06-06-17-201-001	06-06-17-300-040
05-05-24-400-015	06-06-09-300-044	06-06-16-201-002	06-06-17-100-024	06-06-17-201-004	06-06-17-300-041
05-05-24-400-017	06-06-09-300-045	06-06-16-201-003	06-06-17-100-028	06-06-17-201-006	06-06-17-300-042
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06-06-08-300-016	06-06-09-300-049	06-06-16-201-005	06-06-17-100-031	06-06-17-201-013	06-06-17-300-044
06-06-08-406-002	06-06-09-300-051	06-06-16-201-006	06-06-17-100-035	06-06-17-201-015	06-06-17-300-046
06-06-08-406-003	06-06-09-300-053	06-06-16-201-007	06-06-17-100-036	06-06-17-201-020	06-06-17-300-047
06-06-08-406-013	06-06-09-400-009	06-06-16-201-008	06-06-17-100-037	06-06-17-201-021	06-06-17-301-001
06-06-08-406-017	06-06-09-400-010	06-06-16-201-009	06-06-17-100-038	06-06-17-202-003	06-06-17-301-003
06-06-08-406-018	06-06-09-400-012	06-06-16-201-010	06-06-17-100-042	06-06-17-202-004	06-06-17-301-004
06-06-08-406-019	06-06-09-400-013	06-06-16-300-001	06-06-17-100-043	06-06-17-202-005	06-06-17-302-001
06-06-08-406-022	06-06-09-400-014	06-06-16-300-002	06-06-17-100-048	06-06-17-202-006	06-06-17-303-001
06-06-08-406-023	06-06-16-100-000	06-06-16-300-009	06-06-17-100-050	06-06-17-202-007	06-06-17-303-002
06-06-08-406-029	06-06-16-100-005	06-06-16-301-001	06-06-17-101-013	06-06-17-202-009	06-06-17-303-003
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06-06-08-406-033	06-06-16-100-022	06-06-16-301-012	06-06-17-101-016	06-06-17-202-014	06-06-17-303-006
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06-06-08-406-035	06-06-16-100-025	06-06-16-301-014	06-06-17-101-018	06-06-17-203-002	06-06-17-303-008
06-06-08-406-037	06-06-16-100-026	06-06-16-305-021	06-06-17-101-019	06-06-17-203-003	06-06-17-303-009
06-06-08-407-008	06-06-16-100-028	06-06-16-305-025	06-06-17-101-022	06-06-17-300-002	06-06-17-304-001
06-06-08-408-001	06-06-16-100-029	06-06-16-305-026	06-06-17-102-001	06-06-17-300-009	06-06-17-304-003
06-06-17-304-004	06-06-17-403-009	06-06-17-407-007	06-06-17-409-009	06-06-17-412-003	06-06-17-419-003
06-06-17-400-001	06-06-17-403-010	06-06-17-407-009	06-06-17-410-004	06-06-17-412-004	06-06-17-419-004
06-06-17-400-002	06-06-17-403-011	06-06-17-407-010	06-06-17-410-008	06-06-17-412-005	06-06-17-419-006

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06-06-17-400-004	06-06-17-403-013	06-06-17-407-012	06-06-17-410-010	06-06-17-413-002	06-06-17-420-002
06-06-17-400-005	06-06-17-403-014	06-06-17-408-001	06-06-17-410-011	06-06-17-413-003	06-06-17-420-003
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06-06-17-400-007	06-06-17-403-016	06-06-17-408-003	06-06-17-410-013	06-06-17-413-007	06-06-17-420-005
06-06-17-400-008	06-06-17-404-009	06-06-17-408-006	06-06-17-410-014	06-06-17-413-009	06-06-17-420-009
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06-06-17-400-010	06-06-17-405-002	06-06-17-408-008	06-06-17-410-016	06-06-17-413-011	06-06-17-500-001
06-06-17-401-001	06-06-17-405-003	06-06-17-408-009	06-06-17-410-017	06-06-17-414-005	06-06-18-207-001
06-06-17-401-002	06-06-17-405-004	06-06-17-408-010	06-06-17-410-018	06-06-17-414-008	06-06-18-208-007
06-06-17-401-003	06-06-17-405-005	06-06-17-408-013	06-06-17-410-019	06-06-17-415-002	06-06-18-208-008
06-06-17-401-004	06-06-17-405-006	06-06-17-408-014	06-06-17-410-020	06-06-17-416-003	06-06-18-209-001
06-06-17-402-001	06-06-17-405-007	06-06-17-408-015	06-06-17-410-021	06-06-17-416-004	06-06-18-209-002
06-06-17-402-002	06-06-17-405-008	06-06-17-408-016	06-06-17-410-022	06-06-17-416-005	06-06-18-209-003
06-06-17-402-003	06-06-17-405-009	06-06-17-408-017	06-06-17-411-001	06-06-17-416-006	06-06-18-210-001
06-06-17-402-004	06-06-17-405-010	06-06-17-408-018	06-06-17-411-002	06-06-17-416-007	06-06-18-300-003
06-06-17-402-005	06-06-17-405-011	06-06-17-408-019	06-06-17-411-003	06-06-17-416-008	06-06-18-400-004
06-06-17-402-006	06-06-17-405-012	06-06-17-408-020	06-06-17-411-004	06-06-17-416-009	06-06-18-400-008
06-06-17-402-007	06-06-17-405-013	06-06-17-408-021	06-06-17-411-005	06-06-17-416-011	06-06-18-400-013
06-06-17-402-008	06-06-17-405-014	06-06-17-408-022	06-06-17-411-006	06-06-17-416-013	06-06-18-400-015
06-06-17-402-009	06-06-17-405-015	06-06-17-408-023	06-06-17-411-007	06-06-17-416-014	06-06-18-400-019
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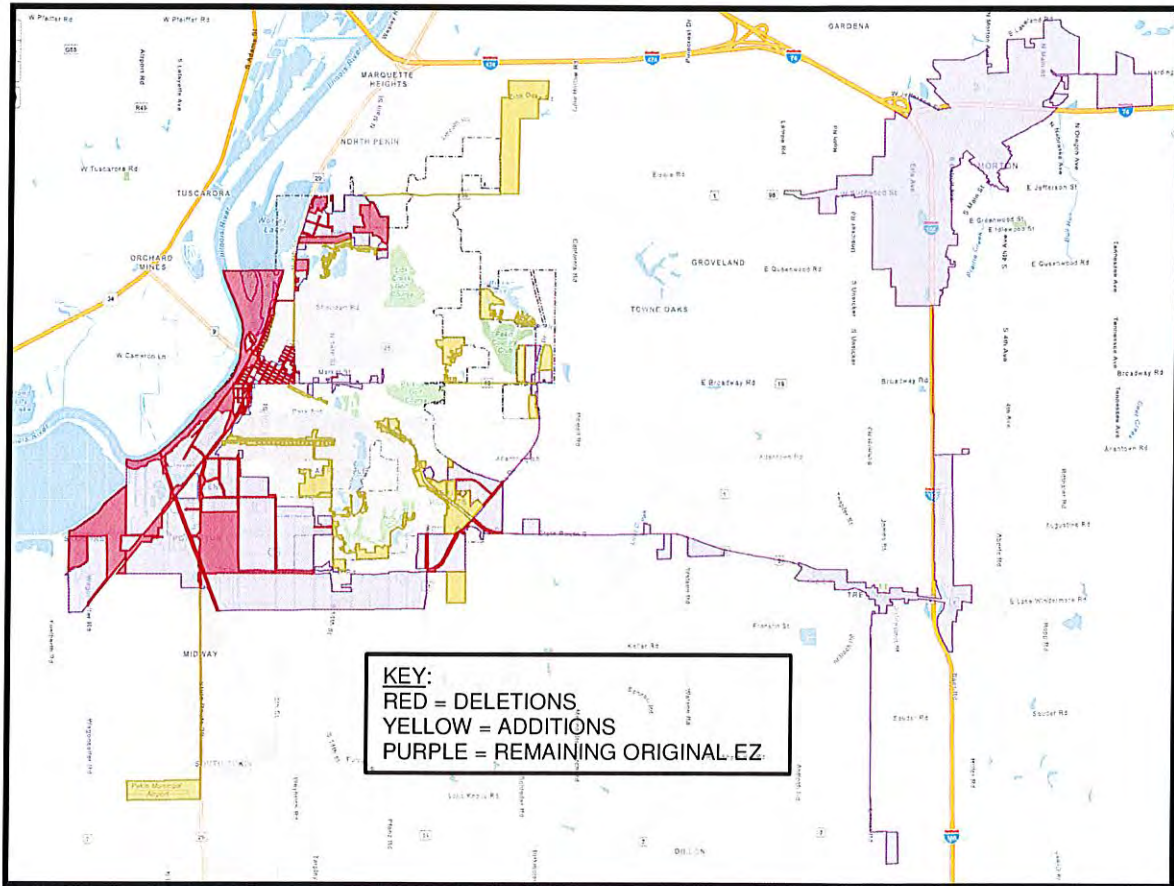
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**EXHIBIT 3
SOUTHERN TAZEWELL ENTERPRISE ZONE
LEGAL DESCRIPTION**

(Forthcoming)

**EXHIBIT 4
SOUTHERN TAZEWELL COUNTY ENTERPRISE ZONE MAP**



COMMITTEE REPORT

E-22-45

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 a property tax abatement agreement for Project Wildcat/Precision Planting; and

WHEREAS, the property tax abatement has been prepared so overlapping taxing bodies signatories are in agreement; and


WHEREAS, the Tazewell County Board provides authority for the Tazewell County Board Chairman to execute the documents to complete the agreement once finalized.

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 and the Auditor of this action.

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into the _____ day of _____, 2022 (the "Effective Date") by and among the Village of Morton, an Illinois municipal corporation ("Village"); Ryan Companies US, Inc., a Minnesota corporation ("Ryan"); and Precision Planting LLC, a Delaware limited liability company ("Owner").

RECITALS

WHEREAS, Owner intends to acquire approximately 85 acres of land identified as Tax Parcels 06-06-18-400-13, 06-06-19-200-21, 06-06-18-400-24 and 06-06-18-400-25, all located in the Village of Morton, Tazewell County, Illinois (the "Property") in accordance with the terms of that certain Agreement of Sale between Getz Land Trust Agreement dated October 28, 1974 and Ronal D. Eigsti Declaration of Trust dated January 6, 2005, collectively, as seller, and Owner, as buyer, dated October 5, 2021 (as amended from time to time, the "Getz Agreement") and that certain Agreement of Sale between Pack Enterprises, LLC, as seller, and Owner, as purchaser, dated October 4, 2021 (as amended from time to time, the "Pack Agreement") and together with the Getz Agreement, collectively, the "Purchase Agreements");

WHEREAS, Owner has applied to the Village for approval of certain improvements to be constructed on the Property; and (the "Improvements")

WHEREAS, as a condition to obtaining approval from the Village to construct the proposed Improvements on the Property, the Village requires certain infrastructure improvements be constructed in connection with the proposed Improvements to be constructed on the Property; and

WHEREAS, the parties have reached certain understandings and agreements in principal regarding these matters, and desire to document those understandings and agreements in writing in Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

SECTION I DEFINITIONS

1.1 Definitions. In this instrument the following terms, when used with initial capital letters, have the following respective meanings unless the context hereof clearly requires otherwise:

Village Code - The codification of the ordinances of the Village of Morton.

Agreement - This Agreement and the terms and conditions contained herein.

C.O. - A certificate of occupancy (or equivalent certificate) for the Improvements located on the Property; provided, however, to the extent permitted by applicable laws, a "C.O." shall mean a temporary certificate of occupancy in lieu of a permanent certificate of occupancy, provided that the issuance of same does not materially, adversely affect the Owner's use and operations at the Property and that as soon as reasonable practicable thereafter the Village delivers to Owner a permanent certificate of occupancy.

Commencement Date - The later of the date (i) the Owner obtains fee simple ownership to the Property in accordance with the Purchase Agreements and (ii) the Village delivers to Owner the Permit to Proceed.

Development - The subdivision of the Property and the installation and construction of all Improvements required in order to make the Property suitable for Owner's intended use and purposes, to be completed in accordance with the Final Plans.

Development Manager - Kyle Schott of Ryan Companies US, Inc., and who is hereby authorized by the Owner to address any and all concerns of the Village in regard to the Development and is also designated by the Owner to receive any and

all notices, official or otherwise, from the Village as required by and in accordance with this Agreement.

Engineer -

Steve Kerr of Mohr & Kerr Engineering & Land Surveying, P.C.

Force Majeure -

Area-wide strikes, lockouts or other labor disputes that interfere with the Development (except to the extent directed primarily at the party claiming the benefit of Force Majeure); civil disturbances, war, invasion, terrorist actions, sabotage; acts of God; governmental moratoriums, governmental actions and governmental delays (beyond normal and customary review and approval periods) beyond the reasonable control of the party claiming the benefit of Force Majeure; changes in laws, regulations, or other governmental requirements enacted after the date hereof; delays caused by fire, flood, earthquake or other adverse weather conditions (but only to the extent significantly different from seasonal norms for the Tazewell County, Illinois area); delays directly caused by mandated closures, restrictions and/or similar orders issued by a governmental authority arising from the COVID-19 pandemic or other public health crisis, as well as the inability to obtain materials, supplies or reasonable substitutes therefor beyond the reasonable control of the party claiming the benefit of Force Majeure resulting from any of the foregoing; delays caused by the Village or its agents, contractors or employees; or any other unforeseeable event beyond the reasonable control of the party claiming the benefit of Force Majeure; provided, however, in no event shall financial inability be deemed to be an event of Force Majeure.

Improvements -

Improvements required to be constructed at the Property suitable for the Owner's intended use and purposes, to be completed in accordance with the Final Plans.

Insurance -

Public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Owner's work or the work of Ryan, its subcontractors, or by anyone directly or indirectly employed by either of them performing work at the Property.

<u>Plat</u> -	Collectively, that certain Preliminary Plat of Precision Planting Subdivision, dated <u>3/3/2022</u> , 2022, and that certain Final Plat of Precision Planting Subdivision, dated <u>3/3/2022</u> , 2022, prepared by Mohr & Kerr Engineering & Land Surveying, P.C., Project No. 21-575.
<u>Permit to Proceed</u> -	A written letter issued by the Village setting forth that all conditions precedent to Development have been satisfied and that the Owner may proceed with construction of the Improvements.
<u>Property</u> -	The real property legally described on <u>Exhibit A</u> attached hereto.
<u>Public Improvements</u> -	Any type of improvement which will be maintained and owned by the Village following completion of construction and dedication of same in accordance with the terms of this Agreement.
<u>Special Assessments</u> -	All costs for improvements installed by the Village of Morton, which are to be or have been levied against the Property.
<u>Standards</u> -	All those standards set forth in the Village Code, applicable to the Development, including but not limited to the 2015 edition of the International Building Code, the 2015 edition of the International Fire Code, the 2015 edition of the International Energy Conservation Code, the 2015 edition of the Life Safety Code (NFPA 101)
<u>Surveyor</u> -	Mohr & Kerr Engineering & Land Surveying, P.C.

**SECTION II
APPROVAL**

2.1 Commencement of Improvements. The Owner may not commence construction of the Improvements on the Property, until all the following conditions have been satisfied:

- A) This Agreement has been duly executed by the Village.
- B) The Village has issued a Permit to Proceed and delivered same to Owner.

Neither party shall have any liability hereunder until the conditions set forth in this Section

2.1 have been satisfied and Owner has acquired fee title to the Property.

2.2 Insurance. The Owner shall take out or cause to be taken out and maintain, at all times during the construction of the Improvements, a policy of Insurance with limits for bodily injury and death of not less than \$500,000.00 per person and \$1,000,000.00 for each occurrence; limits for property damage shall not be less than \$500,000.00 for each occurrence; or a combination single limit policy of \$1,000,000.00 or more. The Owner shall deliver to the Village a certificate evidencing coverage and naming Ryan, the Village and its officers and agents identified in writing to Owner as additional insureds. The certificate shall provide that the Village must be given thirty (30) days advance written notice of the cancellation of the insurance.

SECTION III DEVELOPMENT PLAN

3.1 Required Plans. The Development shall be developed and constructed in accordance with the Final Plans (defined herein), which Final Plans shall form a part of this Agreement; however, the Final Plans are not attached to this Agreement.

The Owner shall have preliminary plans for the construction of the Improvements prepared by the Engineer, Surveyor and/or the Owner's architect or consultant and submit such preliminary plans to the Village for review and approval, such approval not to be unreasonably withheld, conditioned or delayed. The Village shall approve such preliminary plans or otherwise provide reasonably requested revisions to same. In the event the Village approves said requested revisions, the Owner shall cause said preliminary plans to be updated to incorporate same and re-submit the preliminary plans to the Village for review and approval. Said process shall be repeated until the preliminary plans are approved by the Village. The version of the preliminary plans which is approved by the Village, shall be referred to herein as the "Final Plans". The Final Plans shall not

conflict in any material manner with the terms of this Agreement without the express written consent of the parties to this Agreement.

3.2 Permits. It is the responsibility of the Owner to determine and obtain, or cause Ryan to obtain, prior to the issuance of the Permit to Proceed all the necessary approvals, permits, and licenses for the Development from the Village of Morton; Illinois Department of Transportation (“IDOT”); County Highway Department; Board of Soil and Water Resources; railroads; utility companies; Illinois Department of Natural Resources; Army Corps of Engineers; Illinois Environmental Protection Agency (“IEPA”) and any other regulatory or jurisdictional agency affected by or having jurisdiction over the Improvements required for the Development. Any design requirements of such governmental agencies shall be determined prior to completion of the plans and specifications and incorporated into the Final Plans. Except to the extent arising from the sole negligence or willful misconduct of Village, its professional consultants, agents, servants or employees and/or as otherwise set forth in the Ryan Development Agreement (defined below), all costs incurred to obtain said approvals, permits, and licenses for the Development, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with the conditions of such approvals, permits, and licenses, shall be the sole responsibility of the Owner. The Owner agrees to defend and hold the Village harmless from any action initiated by a regulatory agency resulting from any failure of the Owner to obtain approvals, permits, and licenses or to comply with the conditions set forth therein, unless such action arises from the sole negligence or willful misconduct of Village, its professional consultants, agents, servants or employees.

SECTION IV PERFORMANCE OF IMPROVEMENTS

4.1 General. All Improvements to the Property constructed by or on behalf of the Owner shall be done in conformance with this Agreement; Illinois State statutes and regulations; and the

Village Code and Standards promulgated thereunder. It is understood and agreed that the failure of the Village to promptly take action to enforce this Agreement, Illinois State statutes and regulations, or the Village Code will not act as a waiver or release of any rights of the Village.

4.2 Improvements to be Performed by Owner. Owner and Ryan will enter into a development services agreement and a construction contract (the "Ryan Development Agreement"), pursuant to which Ryan will construct an approximately 500,000 +/- square foot warehouse facility on the Property in accordance with the Final Plans. In addition, Ryan will construct a roadway approximately 1300' in length along the South side of the Property, a roadway approximately 675' in length along the North end of Flint Avenue, and a cul-de-sac at the north end of Erie Avenue in accordance with the Final Plans. Ryan will construct all required underground utilities in connection with the roadways referenced in this paragraph, including natural gas, water, stormwater, and sanitary sewer utility infrastructure and street lighting in accordance with the Final Plans. For clarification only, in no event shall the terms "Development" or "Improvements" be deemed to include the Village Improvements (defined below).

4.3 Completion Dates. Owner shall use commercially reasonable efforts to cause Ryan to complete the Improvements no later than the following dates, subject to extensions arising from Force Majeure (defined herein):

Item:	Date:
a) Site Grading	6 months after the Commencement Date
b) Restoration and Soil Stabilization	13 months after the Commencement Date
c) Right-of-Way Site Survey Pins	7 months after the Commencement Date
d) Subdivision Lot(s) Corner Pins	3 months after the Commencement Date
e) Utilities (sanitary, water, storm sewer)	13 months after the Commencement Date
f) Infiltration Basins	Prior to issuance of C.O.
g) Soil Loosening and amendments	Prior to issuance of C.O.
h) Parking lot curb & gutter and paving and trail constr.	Prior to issuance of C.O.
i) Landscaping & tree mitigation	Prior to issuance of C.O.

Should Owner fail to cause Ryan to finish each designated item by the designated date set forth above (subject to extension as a result of Force Majeure), the Owner shall pay and reimburse the Village for any additional, reasonable costs actually incurred by the Village as a result of such failure. Any extension to the above noted completion dates must be approved by resolution of the Village Board Resolution.

4.4 Payments by Owner. In consideration of this Agreement and the issuance of the permits for the Improvements, Owner shall contribute to the Village the lesser of Five Hundred Seventy Thousand and 00/100 Dollars (\$570,000.00) or the actual costs incurred by the Village for a traffic study, engineering report and construction of any necessary additional traffic improvements at the intersection of Birchwood/Rte. 98 and Erie Avenue, which improvements shall include a traffic signal for such intersection, all as set forth in the Final Plans (collectively, the "Traffic Study Compensation"). Payment from Owner of the Traffic Study Compensation shall be due on or before the C.O. is issued for the Improvements. In the event the traffic study indicates that additional improvements are required at such intersection, the Village shall make such improvements, at the Village's sole expense, and complete the same within one (1) calendar year from the date of approval of the construction plans by IDOT, subject to extension as a result of Force Majeure. The Village shall submit the Construction Plans to IDOT (with copy to owner) within one hundred eighty 180 days of the date this Agreement is signed. Such additional improvements shall be deemed "Village Improvements" under this Agreement. The Village shall pursue any grant fund available at a local, county or state level to assist in the funding of the traffic improvements. Should any grants be awarded, then the grant funds shall be applied against, and shall affect a dollar for dollar reduction in the actual costs incurred by the Village for a traffic study, engineering report and construction of any necessary additional traffic improvements at the

intersection of Birchwood/Rte. 98 and Erie Avenue when calculating the Traffic Study Compensation. In addition to the Traffic Study Compensation, Owner shall pay a development fee to the Village in the amount of \$38,641.08 for the entire Property.

4.5 License. The Owner hereby grants the Village, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections required or permitted to be performed by the Village under this Agreement at reasonable times and with reasonable prior notice to Owner; provided that the Village shall use commercially reasonable efforts to minimize interference with the construction, development, operation and use of the Property by Ryan and Owner in its exercise of the foregoing.

4.6 Occupancy. No occupancy of any building on the Property shall occur until (a) all Public Improvements are completed, dedicated to the Village, and accepted by the Village (which acceptance shall not be unreasonably withheld, conditioned or delayed), (b) any other water and sanitary sewer and storm sewer/drainage/management facilities and public access with a minimum of gravel base and curb and gutter have been installed in accordance with the Final Plans, inspected by the Village and deemed available for use by the Owner, as evidenced by the Village's issuance of the C.O. The Village shall cause the dedication to occur at the Village Board meeting immediately following completion of the Public Improvements and dedication of same by Owner. The Owner shall be responsible to maintain reasonable access to any occupied building, including street maintenance such as grading, graveling, patching and snow removal and ice control prior to the Village acceptance of ownership of the Public Improvements pursuant to Paragraph 5.3. Owner and Ryan agree to reasonably cooperate with the Village in planning and implementing reasonable access control measures designed to preserve the Public Improvements prior to the Village's acceptance of ownership of the Public Improvements, which measures may be denoted on the Final Plans.

4.7 Minimum Employment Standard. Following completion of the Improvements, Owner shall commence its business activities on the Property, and shall employ a minimum of 20 new full time equivalent employees at the Property paid at an average wage equivalent to 110% of the median wage of Tazewell County, as defined and listed for that job classification by the Illinois Department of Employment Security. In determining the average wage paid by Owner to new employees, the cost of health insurance and retirement fund contributions paid by Owner shall be included in the calculation of the Employee's average wage. Employees working at other facilities within the Village of Morton on the date this Agreement is signed who are relocated to the Property shall not be considered new full time employees. These job creation requirements must be satisfied within 2 years of the date on which a final certificate of occupancy is issued, and must be continually maintained thereafter for the entire ten year period during which Owner is prohibited from challenging the tax assessment for the Property. New positions created by Owner on or after the date of the commencement of the Project shall be considered new positions when determining Owner's compliance with the requirements of this Section. On an annual basis on or before March 31 of each year, for the duration of the Agreement, the Applicant shall supply the Village of Morton with written verification of the Applicant's compliance with the terms of this Section, providing such information as the Village may reasonably request

4.8 Tax Assessment Challenge. Owner agrees to not contest the property tax assessment for the Property or the improvements located thereon for the duration of the property tax abatement as set forth in Section 5.4 during the term of this Agreement, plus an additional five years thereafter, so long as the actual equalized assessed value during the five years after completion of construction does not exceed 110% of the actual cost of land acquisition and construction, and so long as in the five years immediately thereafter the equalized assessed value

does not exceed 115% of the actual cost of land acquisition and construction. No appeal filed within 10 years immediately following the commencement of the abatement shall reduce the actual equalized assessed value below the first full year equalized assessed value.

4.9 Continuing Operations. For the duration of the property tax abatement as set forth in paragraph 5.4 of this Agreement, the Owner shall be required to continuously conduct business operations at the Property, provided however, the Property and Improvements located thereon may be closed during state and federal holidays and on an incidental basis for (i) Force Majeure, (ii) necessary repairs and renovations to the Improvements, (iii) casualty and condemnation and (iv) inclement weather (the foregoing, "Permitted Closures").

SECTION V OBLIGATIONS OF THE VILLAGE

5.1 Inspection. The Village or its designated agent shall periodically inspect the Improvements installed by the Owner, Ryan, its contractors, sub-contractors or agents at the Property at reasonable times and with reasonable prior notice. Any inspections made pursuant hereto shall be done for the sole benefit of the Village; however, such a copy of any written reports deriving from such inspections shall be delivered to Ryan and Owner within a reasonable time following inspection. The Owner hereby waives any right to rely on or to be assured of any approval by reason of any inspection. Ryan shall notify the Village Public Works Department at least two (2) business days prior to the commencement of the site grading operation, laying of utility lines, sub-grade preparation, infiltration chamber over-excavation, the laying of gravel base or concrete surfacing for street construction or any other Improvement work which shall be substantially buried or covered, which notice may be by email to Director of Public Works Craig Loudermilk at cloudermilk@morton-il.gov. Ryan shall contemporaneously deliver a copy of any such notice to the Owner, to the attention of Chuck Boyer via email at chuck.boyer@precisionplanting.com.

5.2 Completion. The Owner shall use commercially reasonable, diligent efforts to supply the Village with a complete set of reproducible “as built” drawings of the Improvements (the “As-Built Plans”) within thirty (30) days after completion of the Improvements, together with an explanation of any discrepancies between the As-Built Plans and the Final Plans. Likewise, the Owner shall give written notice within thirty (30) days of the completion of Improvements and Development, that the Improvements have been completed in accordance with the Village Code and the Final Plans on file with the Village. As used in this Section 5.2, “completion” shall mean the completion of the Improvements in accordance with the Final Plans, subject to any nonconforming or incomplete items set forth on a written punch list signed by Ryan and the Owner that do not materially, adversely interfere with the Owner’s use and operations at the Property (all of such punch list items to be corrected or completed by Ryan within thirty (30) days of such notice). The Village shall inspect the Improvements within three (3) business days after receipt of said notice from Owner and shall notify the Owner of any Improvements that do not substantially conform to the Village Code and/or the Final Plans within three (3) business days after such inspection. If Owner’s Improvements do not substantially conform to the Village Code and the Final Plans, the Village shall immediately notify Ryan and Owner of the need for repair or replacement.

5.3 Ownership and Acceptance of Public Improvements. After satisfactory completion of the Improvements and verification by the Village personnel that the work and construction required by this Agreement complies with all codes and approved Final Plans, and upon acceptance by the Village Board, the Public Improvements lying within public easements and rights-of-way shall become Village property.

5.4 Tax Abatement. The Village and the Overlapping Taxing Bodies (defined herein) shall provide the Owner a property tax abatement in the following amounts: starting in the first

full tax year that the Property is fully assessed: 90% abatement in year 1, 70%% abatement in year 2, 50% abatement in year 3, 50% in year 4 and 50% in year 5. After year 5, the abatement shall end. The abatements shall be calculated considering both the assessed value of the building and the land. If the portion of the Property located in the Southern portion of the subdivision, being comprised of ten (10) acres, more or less, is developed within the next 10 years, from the Effective Date of the Agreement, that development will receive the same abatement amounts for a full five (5) year abatement term, on the same terms as are set forth in this Agreement.. All overlapping taxing bodies shall execute this Agreement for the limited purpose of agreeing to provide a tax abatement in accordance with the terms and conditions of Section 5.4, as all parties hereto acknowledge that the award of a property tax abatement requires the legislative act of the governing body of Morton Township, Morton Township Road District, Morton Public Library District, Morton Park District, Illinois Central College Community College District 514, Tazewell County, and Morton Community Unit School District 709 (hereinafter the "Overlapping Taxing Bodies"). Upon completion of the Development in compliance with the terms of this Agreement, each Overlapping Taxing Body and the Village shall adopt a resolution which shall abate property taxes as set forth in this Agreement. Each Overlapping Taxing Body and the Village shall submit a certified copy of the approved resolution to the Tazewell County Clerk's Office and a duplicate copy to the Village of Morton no later than December 1 of the same year.

5.5 Roadway Improvements. The Village shall pay any costs in excess of the Traffic Study Compensation for the necessary intersection Village Improvements at Erie Avenue and Rte. 98/Birchwood Avenue. The Village shall be responsible for procuring all necessary engineering services, the traffic study, and for construction bidding, contracting and project oversight for the

Village Improvements. The Village shall be responsible, at the Village's sole expense, for any necessary improvements to, or extensions of, the Southern 2300' of Flint Avenue, and complete the same within twenty four (24) months after the Commencement Date, subject to extension by reason of Force Majeure. It is understood by all parties that the Village of Morton has previously obtained a substantial portion of the necessary right-of-way for construction the extension of Flint Ave., although additional right of way may be required once plans are completed for these improvements. Such improvements shall be deemed "Village Improvements" under this Agreement. The Owner shall not be responsible for any cost associated with this portion of Flint Avenue and the Village Improvements associated therewith, nor will the Owner be required to contribute to any recapture rights thereto in the future.

5.6 Additional Infrastructure Improvements. The Village, at the Village's sole expense, shall extend higher volume water utility mains as previously designated and envisioned to serve the Property. Village shall submit all required plans to IDOT and IEPA for this water main extension no later than July 31, 2022. So long as IDOT and IEPA approval is obtained on or prior to December 1, 2022, then the water main extension shall be completed by the Village of Morton on or before June 1, 2023, subject to extension by reason of Force Majeure. In the event IDOT and IEPA approval are not obtained on or prior to December 1, 2022, then the Village's deadline to complete the water main extension as set forth in this paragraph shall extend one day for each day after December 1, 2022 which passes prior to approval being received from IDOT and IEPA. Such utility mains shall be deemed "Village Improvements" hereunder. The Village shall keep the Owner reasonably apprised of the Village's completion of said Village Improvements.

**SECTION VI
RESPONSIBILITY FOR COSTS**

6.1 Development. Owner shall pay all costs incurred by Owner, its agents and contractors, in conjunction with the Development, including but not limited to: legal; planning; engineering and inspection expenses; permits; the cost of persons doing work or furnishing skills, tools, machinery or materials; costs of easements, if applicable; the cost of surveys and compliance tests, including environmental assessments and/or environmental impact statements, and indirect source permit and traffic studies, if required.

6.2 Hold Harmless. Except to the extent resulting from the sole negligence or willful misconduct of the Village, its professional consultants, agents, servants or employees, the Owner shall hold the Village and the Village's officers, employees, and agents harmless from claims made by Owner and third parties for damages sustained or costs incurred by the Village resulting from the Development and/or the breach of this Agreement by Owner. Except to the extent resulting from the sole negligence or willful misconduct of the Village, its professional consultants, agents, servants or employees, Ryan shall hold the Village and the Village's officers, employees, and agents harmless from claims made by Ryan and third parties for damages sustained or costs incurred by the Village resulting from the Development and/or the breach of this Agreement by Ryan. The Owner and Ryan, as applicable, shall indemnify the Village and the Village's officers, employees and agents against all costs, damages or expenses which the Village may pay or incur in consequence of such claims, including reasonable attorneys' fees. The indemnification requirements set forth in this Section 9 shall survive the termination of this Agreement for a period of two (2) years.

6.3 Additional Charges. Owner shall pay when due all charges imposed upon the Development pursuant to Village Code, such as but not limited to, Village sewer connection charges, sewer availability charges, Village water connection charges, water availability charges, Village

sewer connection charges and building permit fees. Fees are outlined in the attached Exhibit B. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Owner be responsible for any costs, fees, charges or expenses relating to or arising from the Village Improvements or resulting from the sole negligence or willful misconduct of Village, its professional consultants, agents, servants or employees. Village waives recovery of inspection fees under Section 11-3-7(D) of the Village Code.

SECTION VII EVENT OF DEFAULT

7.1 Occurrence. Each of the following occurrences shall constitute an event of default under this Agreement.

- a) Owner shall fail to perform any of the terms or conditions to be kept or performed by Owner under this Agreement and such failure continues for thirty (30) days after written notice thereof to Owner.
- b) Ryan shall fail to perform any of the terms or conditions to be kept or performed by Ryan under this Agreement and such failure continues for thirty (30) days after written notice thereof to Ryan.
- c) Owner shall fail to perform any of the terms or conditions to be kept or performed by Owner under the Village Code and such failure continues for thirty (30) days after written notice thereof to Owner.
- d) Ryan shall fail to perform any of the terms or conditions to be kept or performed by Ryan under the Village Code and such failure continues for thirty (30) days after written notice thereof to Ryan.
- e) Owner or Ryan, as applicable, shall fail to perform any required curative or remedial action required under this Agreement pursuant to a notification of the need for such action by the

Village of any other regulatory or jurisdictional agency affected by or having jurisdiction over the Development within thirty (30) days of such notification, unless otherwise provided for in this Agreement.

f) Failure by the Owner to pay when due any and all costs associated with the Development, including but not limited to any fees and costs incurred by the Village, engineering, administrative and legal expenses, as provided in this Agreement, and such failure continues for thirty (30) days after written notice thereof to Owner.

g) Failure of the Village to timely perform its obligations hereunder with respect to the Village Improvements and such failure continues for thirty (30) days after written notice thereof to Village.

h) Failure of the Village or an Overlapping Taxing Body to comply with the tax abatement provisions hereof.

i) Failure of the Village to diligently pursue grants to offset Owner's Traffic Study Compensation, and such failure continues for thirty (30) days after written notice thereof to Owner.

j) Owner ceases operations on the Property for a reason other than a Permitted Closure for a period of 30 days or greater during the 5-year property tax abatement period set forth in Section 5.4 of this agreement.

k) Owner ceases to employ twenty (20) or more new full time equivalent employees on the Property at an average wage equivalent to 110% of the median wage of Tazewell County, as defined and listed for that job classification by the Illinois Department of Employment Security, and such failure continues for ninety (90) days after written notice thereof to Owner.

1) Owner fails to timely report its compliance with the requirements of this Agreement by on or before March 31 and such failure continues for thirty (30) days after written notice thereof to Owner.

SECTION VIII REMEDIES

8.1 Performance by the Non-defaulting Party. In the event of a default by either party that is continuing for thirty (30) days after notice and demand for cure, the other party may, at its option and with a ten (10) day prior second written notice, perform the work in default and the defaulting party shall reimburse the non-defaulting party for all out of pocket, reasonable expenses actually incurred in effectuating such cure within thirty (30) days of invoice for same. The Village shall give the Owner forty-eight (48) hours prior to the Village performing curative work under this Agreement.

8.2 Assessment. When the Village does any work as a result of the Owner's default in accordance with Section 8.1 above, the Village may proceed to assess the costs in whole or in part against the Property. It is expressly agreed and understood herein, that the Owner waives any notice of hearing and any rights to objection to the assessments so levied by the Village for any curative work performed by the Village in compliance with the terms of this Agreement.

8.3 Revocation of Permit to Proceed. In the event of a default by Owner that continues beyond applicable notice and cure periods, the Village may issue a stop work order to Owner, its agents, contractors, or sub-contractors, to cease all or any work being performed on the Property at any time until such default is cured. Such stop work order may include the ceasing of the construction of any Improvements on the Property.

8.4 Emergency. In the event of an emergency, the forty-eight (48) hour notice provision shall be and hereby is waived in its entirety by the Owner and the Owner shall reimburse the Village within thirty (30) days after being billed for any out of pocket, reasonable expenses actually incurred

by the Village in the same manner as if mailed notice as described hereinbefore had been given; provided, the Village shall provide Owner such notice as is reasonably practicable under the emergency circumstances.

8.5 Cumulative Rights and Non-Waiver. The rights and remedies available to the Village shall be cumulative and the enforcement by the Village of one right shall not act as waiver of any other right available to the Village.

8.6 Property Tax Abatement: In the event of a material breach by Owner continuing for thirty (30) days after notice and demand for cure, the Village and the Overlapping Taxing Bodies may terminate the property tax abatement set forth in Paragraph 5.4, and receive back the full value of the property taxes abated under the conditions established in the Property Tax Code, 35 ILCS 200/18-183. Refund of the abatement shall be remitted within sixty (60) days from the date the Owner ceased operation.

SECTION IX RELEASE OF DEVELOPER LIABILITY

9.1 Release. Upon submittal by Owner of the required As-Built Plans , and upon satisfactory determination of completion of the Improvements pursuant to Section 5.2 and payment of all costs owed to the Village, the Owner may apply in writing for a release of its obligations under this Agreement, save and except for those imposed pursuant to Sections 6.2. The Village Board, after review by the Village personnel, shall authorize the release of the Owner from its obligations under this Agreement by appropriate resolution, which shall be delivered to Owner in recordable form, and which may be recorded by Owner at Owner's expense. In no event however shall Owner be eligible to be released from its obligations under Sections 4.7 , 4.8 or 4.9 of this Agreement.

SECTION X MISCELLANEOUS

10.1 Authorization. By the execution hereof, the Owner represents and warrants that it has all the authorization and power necessary to make this Agreement binding upon itself, its heirs, successors and assigns. By the execution hereof, Ryan represents and warrants that it has all the authorization and power necessary to make this Agreement binding upon itself, its heirs, successors and assigns.

10.2 Third Parties. Third parties shall have no recourse against the Village under this Agreement.

10.3 Invalidity. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

10.4 Run with the Land. This Agreement shall run with the land and may be recorded against the title to the Property. By the execution of this Agreement, the Owner for itself, its successors and assigns, acknowledges that the Property shall be affected by the terms and conditions contained herein until Owner's obligations have been fully performed.

10.5 Non-assignability. The Owner may not assign this Agreement without the written permission of the Village Board, which shall not be unreasonably withheld, conditioned, or delayed.

10.6 Internal Approval of Owner. The transactions under this Agreement are subject to the approval by the Owner's members and respective board of directors by no later than 5:00 p.m. Central Time on _____, 2022 (the "Approval Notice Date"). The Owner may terminate this Agreement in its entirety by written notice to the Village (with a copy to Ryan) at any time on or before the Approval Notice Date in the event that such approval has not been obtained. In the event of such termination, neither party shall have any further obligations or

liabilities under this Agreement, except for those obligations and liabilities that expressly survive the early termination hereof.

SECTION XI NOTICES

11.1 General. All notices, consents, demands and requests which may be or are required to be given by either party of the other, shall be in writing and sent by United States registered mail, reputable overnight courier, or hand delivered, at the address set forth below. The addresses of each party may be changed at any time or from time to time by notice given by said party to the other party.

If to Village: Village of Morton
 Attn: Mayor Jeff Kaufman
 120 N. Main St.
 PO Box 28
 Morton, IL 61550
 Email: jkaufman@morton-il.gov

With a copy to: McGrath Law Office, P.C.
 Attn: Pat McGrath
 1600 S. Fourth Ave, Suite 137
 Morton, IL 61550
 Email: pmcgrath@mgrathpc.com

If to Owner: Precision Planting LLC
 Attention: Keith Crow
 23207 Townline Road
 Tremont, Illinois 61568
 Email: keith.crow@precisionplanting.com

With a copy to: Precision Planting LLC
 Attention: Chuck Boyer
 440 Erie
 Morton, IL 61550
 Email: chuck.boyer@precisionplanting.com

With a copy to: Ryan.

If to Ryan: Ryan Companies US, Inc.
Attention: Kyle Schott
700 Oakmont, Suite 100
Westmont, IL 60559
Email: Kyle.Schott@RyanCompanies.com

With a copy to: Ryan Companies US, Inc.
Attention: Audra Williams
533 South Third Street, Suite 100
Minneapolis, MN 55415
Email: Audra.Williams@RyanCompanies.com

With a copy to: Owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

[Signature pages to follow.]

DEVELOPMENT AGREEMENT

(Signature page of Village)

Village of Morton,
An Illinois Municipal Corporation

BY: Jeffrey L. Kaufman
Its: Mayor

ATTEST

[Signature]
Its: Clerk



DEVELOPMENT AGREEMENT
APPROVED AS TO FORM:

Village Attorney

STATE OF ILLINOIS)
)ss
COUNTY OF _____)

On this ____ day of _____, 2022 before me a Notary Public within and for said County personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the Village of Morton, the municipality named in the foregoing instrument, and that the seal affixed in behalf of said municipality by authority of its Village Board and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPMENT AGREEMENT

(Signature page of Overlapping Taxing Body for the express and limited purpose of approving the tax abatement provisions set forth herein)

Morton Township
An Illinois Municipal Corporation

BY: _____
Its: Township Supervisor

ATTEST

BY: _____
Its: Clerk

STATE OF ILLINOIS)
)ss
COUNTY OF _____)

On this ____ day of _____, 2022 before me a Notary Public within and for said County personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Township Supervisor and Clerk of Morton Township, the municipality named in the foregoing instrument, and that the seal affixed in behalf of said municipality by authority of its Board and said Township Supervisor and Township Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPMENT AGREEMENT

(Signature page of Overlapping Taxing Body for the express and limited purpose of approving the tax abatement provisions set forth herein)

Morton Township Road District
An Illinois Municipal Corporation

BY: _____
Its: Highway Commissioner

ATTEST

Its: Ex Officio Clerk

STATE OF ILLINOIS)
)ss
COUNTY OF _____)

On this ____ day of _____, 2022 before me a Notary Public within and for said County personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Highway Commissioner and the Township Supervisor as Ex-Officio Clerk of Morton Township Road District, the municipality named in the foregoing instrument, and that the seal affixed in behalf of said municipality by authority of the Highway Commissioner acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPMENT AGREEMENT

(Signature page of Overlapping Taxing Body for the express and limited purpose of approving the tax abatement provisions set forth herein)

Morton Public Library District
An Illinois Municipal Corporation

BY: _____
Its: _____

ATTEST

Its: Clerk

STATE OF ILLINOIS)
)ss
COUNTY OF _____)

On this ____ day of _____, 2022 before me a Notary Public within and for said County personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the President and Clerk of Morton Public Library District, the municipality named in the foregoing instrument, and that the seal affixed in behalf of said municipality by authority of its Board and said President and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPMENT AGREEMENT

(Signature page of Overlapping Taxing Body for the express and limited purpose of approving the tax abatement provisions set forth herein)

Morton Park District
An Illinois Municipal Corporation

BY: _____
Its: _____

BY: _____
Its: Clerk

STATE OF ILLINOIS)
)ss
COUNTY OF _____)

On this _____ day of _____, 2022 before me a Notary Public within and for said County personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the _____ of Morton Park District, the municipality named in the foregoing instrument, and that the seal affixed in behalf of said municipality by authority of its Board and said _____ and _____ acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPMENT AGREEMENT

(Signature page of Overlapping Taxing Body for the express and limited purpose of approving the tax abatement provisions set forth herein)

Morton Community Unit School District #709
An Illinois Municipal Corporation

BY: _____
Its: Board President

ATTEST

BY: _____
Its: Board Secretary

STATE OF ILLINOIS)
)ss
COUNTY OF _____)

On this ____ day of _____, 2022 before me a Notary Public within and for said County personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Board President and Board Secretary of Morton Community Unit School District #709, the municipality named in the foregoing instrument, and that the seal affixed in behalf of said municipality by authority of its Board and said Board President and Board Secretary acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPMENT AGREEMENT

(Signature page of Overlapping Taxing Body for the express and limited purpose of approving the tax abatement provisions set forth herein)

Illinois Central College
An Illinois Municipal Corporation

BY: _____
Its:

STATE OF ILLINOIS)
)ss
COUNTY OF _____)

On this _____ day of _____, 2022 before me a Notary Public within and for said County personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the _____ of Illinois Central College, the municipality named in the foregoing instrument, and that the seal affixed in behalf of said municipality by authority of its Board and said _____ acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPMENT AGREEMENT

(Signature page of Overlapping Taxing Body for the express and limited purpose of approving the tax abatement provisions set forth herein)

Tazewell County
An Illinois Municipal Corporation

BY:


Its: County Board Chairman

STATE OF ILLINOIS)
)ss
COUNTY OF Tazewell)

On this 28th day of April, 2022 before me a Notary Public within and for said County personally appeared J. David Zimmermann and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Board Chairman of Tazewell County, the municipality named in the foregoing instrument, and that the seal affixed in behalf of said municipality by authority of its Board and said Board Chairman acknowledged said instrument to be the free act and deed of said municipality.


Notary Public



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the West Half of the Northeast Quarter of Section 19, Township 25 North, North, Range 3 West of the Third Principal Meridian lying North of the right-of-way of the Atchison; Topeka and Santa Fe Railroad, EXCEPT the West 60 feet of even width of the Northeast Quarter of Section 19 and EXCEPT the East 30 feet of the West Half of the Northeast Quarter of Section 19 that lies North of the Railroad right-of-way and the West Half of the Southeast Quarter of Section 18, Township 25 North, Range 3 West of the Third Principal Meridian, EXCEPT that part conveyed to the People of the State of Illinois for the purpose of a public highway by Dedication dated 7/31/59, filed 11/2/59 and recorded in Vol. 615 page 489 in Tazewell County, Illinois.

EXCEPT A part of the West Half of the Southeast Quarter of Section 18 and part of the West Half of the Northeast Quarter of Section 19, Township 25 North, Range 3 West of the Third Principal Meridian, Village of Morton, Tazewell County, Illinois described as follows: COMMENCING at the Northeast corner of the Southeast Quarter of said Section 18 thence on an assumed bearing of South 87° 09' 17" West along the North line of the Southeast Quarter of said Section 18 a distance of 1819.94 feet to the Southerly right of way line of F.A.I. Route 74; thence South 56° 16' 34" East along the Southerly right of way line of F.A.I. Route 74 a distance of 365.57 feet; thence South 49° 55' 26" East along the Southerly right of way line of F.A.I. Route 74 a distance of 219.22 feet to the East line of the West Half of the Southeast Quarter of said Section 18; thence South 00° 12' 13" East along the East line of the West Half of the Southeast Quarter of said Section 18 a distance of 1815.40 feet to the point of beginning of the tract of land to be described; thence South 00° 12' 13" east along the East line of the West Half of the Southeast quarter of said Section 18 a distance of 100.42 feet to the North right of way line of Erie Ave.; thence South 89° 47' 47" West along the North right of way line of Erie Ave. a distance of 30.00 feet to the West right of way line of Erie Ave.; thence South 00° 12' 13" East along the West right of way line of Erie Ave. a distance of 401.29 feet to the North line of the West Half of the Northeast Quarter of said Section 19; thence South 00 51' 23" East along the West right of way line of Erie Ave. a distance of 906.12 feet; thence South 89° 08' 37" West a distance of 614.40 feet; thence North 0° 50' 10" West a distance of 1414.84 feet; thence North 89° 47' 47" East a distance of 649.64 feet to the point of beginning, as shown on Plat of Survey recorded in Plat Book NN page 188 in the Records Office of Tazewell County, situated in Tazewell County, Illinois.

Also except any part thereof that may fall in lands conveyed in Deeds recorded in Book 2249 page 62, Book 2249 page 65 vol 2309 page 72, vol 2309 page 75 and in deeds to the People of the State of Illinois Department of Transportation by deeds recorded September 14, 2012 as document 201200018292, July 11, 2016 as documents 201600010679 and 201600010680 and Dedication of Right of way for public road purposes recorded March 11, 1999 as document 9905955.

ALSO EXCEPT THE FOLLOWING:

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18, THENCE SOUTH 87°27'49" WEST (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, 30.03 FEET TO THE WEST RIGHT OF WAY LINE OF ERIE AVENUE, THENCE NORTH 00°12'13" WEST, ALONG SAID WEST RIGHT OF WAY LINE 501.60 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE SOUTH 89°47'47" WEST, 619.66 (619.64) FEET; THENCE NORTH 00°50'10" WEST, 700.04 FEET; THENCE NORTH 89°47'47" EAST, 627.38 FEET TO THE WEST RIGHT OF WAY LINE OF ERIE AVENUE; THENCE SOUTH 00°12'13" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 700.00 FEET TO THE POINT OF BEGINNING, SITUATED IN TAZEVELL COUNTY, ILLINOIS.

ALSO EXCEPT A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 25, NORTH RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19, THENCE SOUTH 87 DEGREES 27' 49" WEST (BEARING ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY), ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, 30.03 FEET TO THE WEST RIGHT OF WAY LINE OF ERIE AVENUE THENCE SOUTH 00 DEGREES 51' 23" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 906.21 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 51' 23" EAST, CONTINUING ALONG SAID WEST RIGHT OF WAY LINE 420 FEET TO THE NORTH RIGHT OF WAY LINE OF TOLEDO, PEORIA AND WESTERN RAILROAD; THENCE SOUTH 80 DEGREES 41' 10" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 621.34 FEET; THENCE NORTH 00 DEGREES 50' 10" WEST, 511.40 FEET; THENCE NORTH 89 DEGREES 8'37" EAST, 614.40 FEET TO THE POINT OF BEGINNING, SITUATED IN TAZEVELL COUNTY, ILLINOIS

ALSO EXCEPT ALL THAT CERTAIN PARCEL OF LAND SITUATED IN COUNTY OF TAZEWELL, ILLINOIS BEING KNOWN AS A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 19 THENCE NORTH 87 DEGREES 27' 59" A DISTANCE OF 60.03 FEET TO THE EAST LINE OF PREVIOUSLY DEDICATED RIGHT OF WAY AS RECORDED IN BOOK 771, PAGE 648 AT THE TAZEWELL COUNTY RECORDER'S OFFICE; THENCE SOUTH 00 DEGREES 49' 11" EAST, ALONG SAID EAST LINE, PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 19, A DISTANCE OF 870.10 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 8' 51" EAST, A DISTANCE OF 614.34 FEET; THENCE SOUTH 00 DEGREES 49' 56" EAST, A DISTANCE OF 511.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY; THENCE SOUTH 80 DEGREES 41' 3" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 621.27 FEET TO SAID EAST LINE OF THE PREVIOUSLY DEDICATED RIGHT OF WAY; THENCE NORTH 00 DEGREES 49' 11" WEST ALONG SAID EAST LINE, A DISTANCE OF 602.92 FEET TO THE POINT OF BEGINNING.

PARCEL 1:

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18, THENCE SOUTH 87°27'49" WEST (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, 30.03 FEET TO THE WEST RIGHT OF WAY LINE OF ERIE AVENUE, THENCE NORTH 00°12'13" WEST, ALONG SAID WEST RIGHT OF WAY LINE 501.60 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE SOUTH 89°47'47" WEST, 619.66 (619.64) FEET; THENCE NORTH 00°50'10" WEST, 700.04 FEET; THENCE NORTH 89°47'47" EAST, 627.38 FEET TO THE WEST RIGHT OF WAY LINE OF ERIE AVENUE; THENCE SOUTH 00°12'13" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 700.00 FEET TO THE POINT OF BEGINNING, SITUATED IN TAZEWELL COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN ERIE AVENUE SUBDIVISION, A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER OF SECTION EIGHTEEN (18), AND A PART OF THE NORTHEAST QUARTER OF SECTION NINETEEN (19), TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, AS SET FORTH IN A PLAT RECORDED IN PLAT BOOK "III", PAGE 140, AFFIDAVIT OF CORRECTION RECORDED FEBRUARY 21, 2012 AS DOCUMENT NO. 201200003015, IN THE RECORDER'S OFFICE OF TAZEWELL COUNTY, SITUATED IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS.

EXHIBIT B

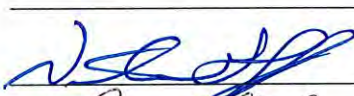
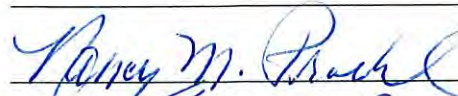
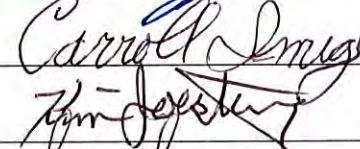

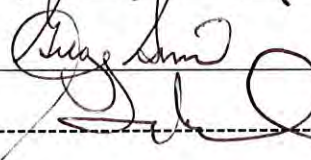
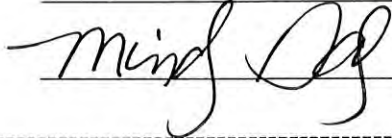
Summary of Building Permit Fees for Project Wildcat

- Development Fee (Included In Development Agreement) = \$ 38,641.08
- Building/Zoning Permit = \$ 1,112.50 fee plus \$ 1.50 per \$ 1,000 over \$ 500,000
- Building Inspection Fee = \$ 2.00 per \$ 1,000 for first \$ 1,000,000 in construction costs & thereafter \$ 1.00 per \$ 1,000.
- Plumbing Permit = Base Fee \$ 55.00 + \$ 15.00 per fixture.
- Electrical Permit = \$ 500.00 + \$ 2 per \$ 1,000 over \$ 20,001 construction costs.
- Life Safety Review, Inspection & Enforcement = \$ 275.00
- Fire Sprinkler System Review = \$ 400 (200 heads or greater)
- Fire Detection and Alarm Review = \$ 275.00
- Site Plan Review = \$ 300.00
- Water Meter (3/4") 35 gpm (for fire suppression) = \$ 260.00
- Water Meter = pay cost of meter (i.e. 3" E-Series currently costs \$ 2,835.00)
- Sewer Tap = \$ 50.00
- Storm Tap = \$ 50.00
- Water Tap = \$ 50.00
- Irrigation Permit (if needed) = \$ 4 per head and will require additional irrigation meter cost (\$ 260.00)
- Gas Service Line = T&M for material and installation of gas service line up to & including the meter (the price will be determined once we are given final BTU load and meter location)
- Gas Main along Agricultural Drive/portion of Flint Ave. = T&M for material and installation of gas main. Preliminary estimate is \$ 35,000.00. We will finalize once roadway plans are complete.
- Roadway Site Plan Review = \$ 1,000.00
- Enterprise Zone = 50% off the building permit fee & 100% sales tax exemption for materials purchased in the State of Illinois. The fee to the Village of Morton is 1/2% of the material costs. We will include this on the building permit provided you plan to file for the building material exemption certificate.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board that it hire Michael Deluhery as Tazewell County Administrator; and


WHEREAS, the hiring of Michael Deluhery is pursuant to the terms of an Employment Agreement.

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

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

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

AGREEMENT

THIS AGREEMENT made this 27th day of APRIL, 2022, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate, hereinafter called the "Employer", and Michael Deluhery hereinafter called the "Employee".

RECITALS

WHEREAS, the Employer is entering into an employment contract with Employee on or about May 16, 2022; and,

WHEREAS, the effective dates of said contract are to be May 16, 2022 through April 15, 2025; and,

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

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

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

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

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

(4) **Employees' Salary.** The Employee shall receive an annual salary of \$135,000.00 for the period commencing May 16, 2022, and said salary shall be paid in bi-weekly installments. A performance evaluation will be conducted by the Executive Committee and the County Board Chairman. Future evaluations and pay increases shall become effective the first of December of each year, consistent with other County employees. The Administrator will be given an annual increase comparable to the increase approved by the County Board for other non-union employees. Evaluations are based on the period August 1 through July 31, of each year.

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

(6) **Vacation Pay.** The Employee shall be entitled to one hundred sixty (160) hours vacation leave upon signing this Agreement. A maximum of eighty (80) hours, or ten (10) days of vacation leave may be carried forward from one fiscal year. Any vacation leave scheduled which exceeds five (5) consecutive work days must be first approved by the County Board Chairman. Upon implementation of the Employment Agreement, employee will accrue, effective upon employment date, per pay period at an hourly rate, equal to four (4) weeks vacation. Any vacation leave accrued under the terms hereof and remaining unused, at the termination of this

Agreement will be paid in cash to Employee at such time in an amount equal to the number of hours of such unused vacation leave multiplied by the Employee's then current hourly rate of pay.

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

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

For the purpose of this Agreement, Employee shall be deemed to have become permanently disabled, if, during any year of the term hereof, because of ill health, physical or mental disability, or for other causes beyond his control he shall have been continuously unable or unwilling or shall have failed to perform his duties for a total period of sixty (60) days, irrespective of whether or not such days are consecutive, beyond the sick leave time and vacation time accrued. For the purpose hereof, the term "any year of the term hereof" is defined to mean any twelve (12) calendar months period commencing December 1 and terminating November 30, during the terms of this Agreement. If Employee becomes permanently disabled then the Employer shall have no obligation to Employee for the severance payment as described in paragraph 16.

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

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

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

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

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

(13) **Outside Activities.** The ICMA code of conduct is to be strictly adhered to including political neutrality. Employee shall not engage in any activity for which he receives compensation without prior approval of the County Board Chairman. Employee agrees that he shall not engage in any outside activity which may create an actual or perceived conflict of interest. Employee also agrees to arrange the outside activity so as not to intrude upon Employee's ability to devote his full-time and attention to Employer's affairs. Employee shall sign a statement of no conflict of

interest and file a copy with the County Clerk when engaging in outside activities for compensation. All work shall be conducted during evenings and weekends unless the Employee is authorized to use personal or vacation time by the County Board Chairman.

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

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

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

In the event Employee is terminated after being formally charged in a court of competent jurisdiction with any criminal violation committed in his official capacity or evidencing dishonesty and the Employer finds that Employee more likely than not committed such offense then the Employer shall have no obligation to Employee for the severance payment described in this paragraph.

In the event Employee is terminated after being found guilty by a court of competent jurisdiction of any criminal violation committed in his official capacity or

evidencing dishonesty, or admits to committing any unlawful act involving personal gain to him, the Employer shall have no obligation to Employee for the severance payment described in this paragraph.

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

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

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

(18) **Eligibility for Benefits Afforded Other County Employees.**

Except for the benefit categories indicated in previous paragraphs of this Agreement, Employee shall receive the same employment benefits as are provided to other County Employees.

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

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

(21) **Indemnification.** Unless otherwise prohibited by applicable law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator or resulting from the exercise of judgment or discretion in connection with the performance of official duties or responsibilities, unless the act or omission involved willful, wanton, or intentional conduct. Legal representation, provided by Employer for Employee, shall extend until a final

determination of the legal action is made, including any appeals brought by either party. Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, provided such claim or claims does not arise out of a claim for intentional conduct and shall not include punitive damages. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as proved in this Section, to be available. Employee recognizes that Employer shall have the right to compromise or settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee only reasonable travel expenses when Employee serves as a party or witness of Employer regarding pending litigation. Failure of Employee to immediately notify Employer of any claim, or legitimate threat, of legal consequence known to Employee, where the potential claim is against either Employee or Employer, may preclude Employee or the claimant from any future monetary payment by the Employer due to the claim and Employee may not bind Employer for settlement of any such claims where notice to Employer was concealed. The parties acknowledge that this indemnification provision does not extend to any contract dispute between Employer and Employee.

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

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

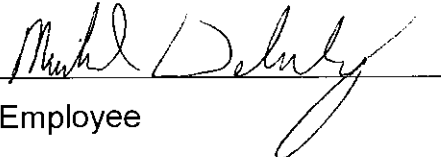
Adopted this 27th day of APRIL, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman


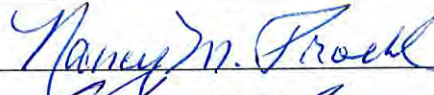


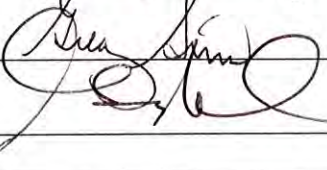
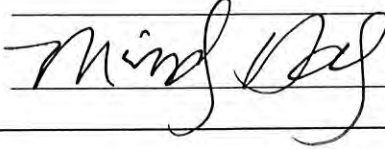
ACCEPTED BY:


Employee

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve this resolution which will serve as the negotiated arrangements with Christie Webb to serve as a temporary consultant to the County Administrator; and

WHEREAS, this change from Interim County Administrator to temporary consultant will be effective as of the hire date of the next County Administrator which is May 16, 2022 and will conclude effective May 31, 2022; and

WHEREAS, the arrangements agreed upon are as follows:


- compensation will remain at \$2,800 per month during the month of May 2022
- unlimited telephone and email access during normal working hours

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

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

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:



 Tazewell County Clerk



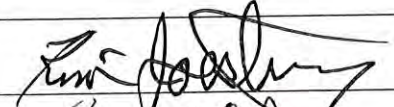
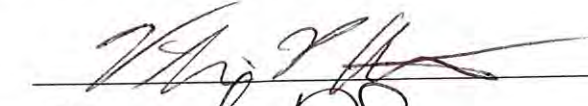
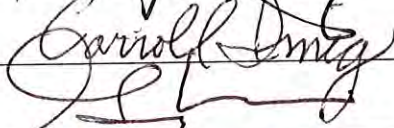
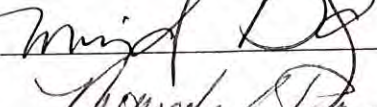
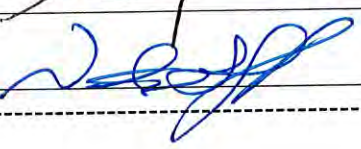

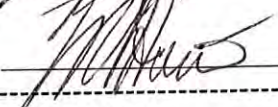
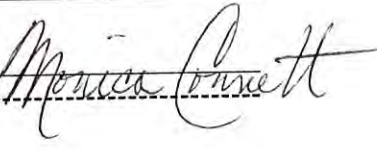
 Tazewell County Board Chairman

COMMITTEE REPORT

E-22-48

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 accept the bid from Bishop Bros., Inc. for the accessibility improvements utilizing funds from the CDBG RLF Closeout Grant 18-248591; and

WHEREAS, the rehabilitation/modifications are for several public buildings in the communities of Armington, Creve Coeur, Delavan, Hittle Township, Mackinaw, Mackinaw Township, Marquette Heights, Minier, Pekin and rural Tremont; and

WHEREAS, the total project cost is \$303,662; and

WHEREAS, the project and use of these funds is contingent upon the bidder's completion of a successful registration with the federal System for Award Management (SAM) as well as the grant modification to move funds from the architectural services line item to augment the construction budget line item; and

WHEREAS, the Tazewell County Board provides authority for the Tazewell County Board Chairman to execute all documents to award a contract for this project to Bishop Bros., Inc. upon written recommendation of the Grant Consultant from the Greater Peoria Economic Development Council.

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 and the Auditor of this action

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Recap of RLF Closeout CDBG 18-248591 (Buildings ADA modifications)

<u>Community</u>	<u>Facility</u>		<u>Cost¹</u>	<u>Being deleted</u>
Armington	Community Center	Exterior ramp	\$34,111.00	-\$34,111.00
Armington	Village Hall	Interior ramp	\$21,056.00	
Creve Coeur	Village Hall	Door device (power assist)	\$8,731.00	
Delavan	City Hall	Door device (power assist)	\$9,456.00	
Hittle Township	Town Hall	Restrooms	\$31,115.00	
Mackinaw	Village Hall	Restrooms	\$37,795.00	-\$37,795.00
Mackinaw	Community Center	Restrooms	\$37,884.00	
Mackinaw Township	Town Hall	Door device (power assist)	\$9,002.00	
Marquette Heights	City Hall	Restrooms	\$31,572.00	
Minier	Village Hall	Door device (power assist)	\$8,292.00	
Tazewell County	Court House	Restrooms	\$10,619.00	
Tazewell County	McKenzie Building	Restroom, door devices ²	\$59,491.00	-\$21,800.00
Tazewell County	Resource Center	Restrooms	\$20,367.00	
Tazewell County	Enviromental Health	Entrance barrier, restroom	\$26,759.00	-\$26,759.00
Tazewell County	Health Department	Restrooms	\$65,327.00	
TOTAL:			\$411,577.00	-\$120,465.00
total deductions			-\$120,465.00	
Work subtotal			\$291,112.00	
Add fixed costs ³			<u>\$12,550.00</u>	
Contract total			\$303,662.00	
Grant funds currently avaiable:			\$286,497.00	
Deficit			-\$17,165.00	
Transfer from architect fee line:			<u>\$21,200.00</u>	
Unobligated balance:			\$4,035.00	

¹Bid was a lump sum. Breakout was provided by bidder to determine individual costs for scope of work adjustments.

²Five devides (power

³Misc. & incendentals, administration, liquidated damages

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Virgil Urban of 115 Morton Street, Creve Coeur, IL 61610 to the Greater Creve Coeur Sanitary District for a term commencing May 01, 2022 and expiring April 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Virgil Urban to the Greater Creve Coeur Sanitary District and we recommend said reappointment be approved.

Carroll Smith

Kim Johnson

David Smith

Nancy M. Pracht

John J. ...

Ming Day

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Virgil Urban to the Greater Creve Coeur Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Caitlin Paluska of this action.

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:

[Signature]
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

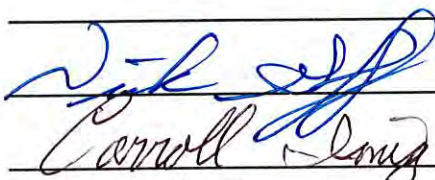
APPOINTMENT

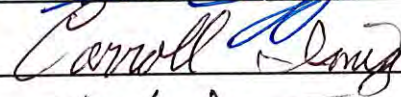
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Chad Deaton of 504 Briargate Road, Washington, IL, to the Northern Tazewell Public Water District for a term commencing May 01, 2022 and expiring April 30, 2027.

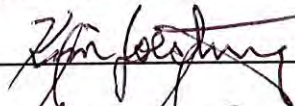
COMMITTEE REPORT

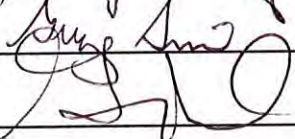
TO: Tazewell County Board
FROM: Executive Committee

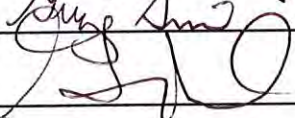
This Committee has reviewed the appointment of Chad Deaton to the Northern Tazewell Public Water District and we recommend said appointment be approved.

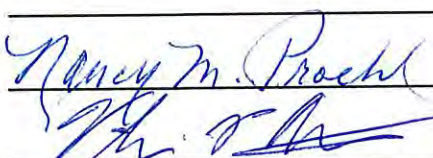





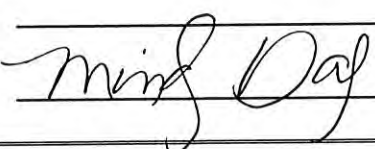












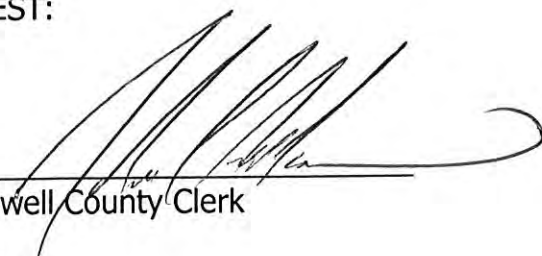
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Chad Deaton to the Northern Tazewell Public Water District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Scorr Brunton of Miller, Hall & Triggs, LLC, of this action.

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

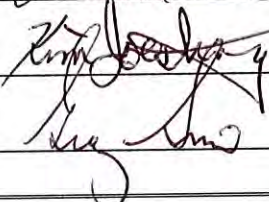
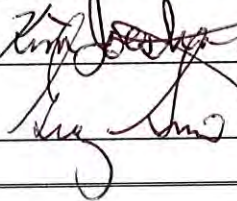
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jeff Roth of 20360 Roth Road, Morton, IL 61550 to the Morton Area Farmers Fire Protection District for a term commencing May 01, 2022 and expiring April 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Jeff Roth to the Morton Area Farmers Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Jeff Roth to the Morton Area Farmers Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Patrick McGrath of this action.

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

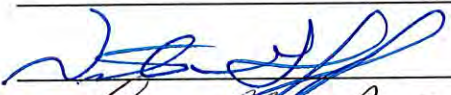
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Terry Runyon of PO Box 435, Green Valley, IL 61534 to the Green Valley Fire Protection District for a term commencing May 02, 2022 and expiring May 01, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

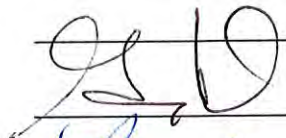
This Committee has reviewed the appointment of Terry Runyon to the Green Valley Fire Protection District and we recommend said appointment be approved.




Carroll Imig

Ryan Joseph

Kurt Smith



Nancy M. Proehl



Mike

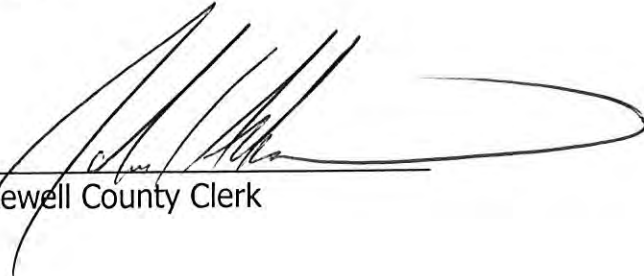
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Terry Runyon to the Green Valley Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Kuhfuss & Proehl, P.C. of this action.

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

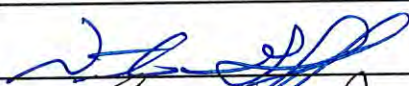
REAPPOINTMENT

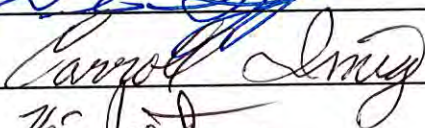
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Gordon Robertson of PO Box 254, Deer Creek, IL 61733 to the Deer Creek Fire Protection District for a term commencing May 01, 2022 and expiring April 30, 2025.

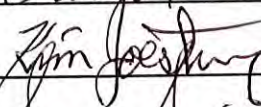
COMMITTEE REPORT


TO: Tazewell County Board
FROM: Executive Committee


This Committee has reviewed the reappointment of Gordon Robertson to the Deer Creek Fire Protection District and we recommend said reappointment be approved.

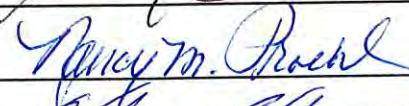





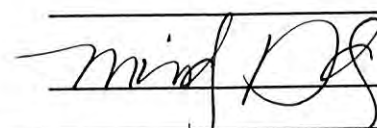












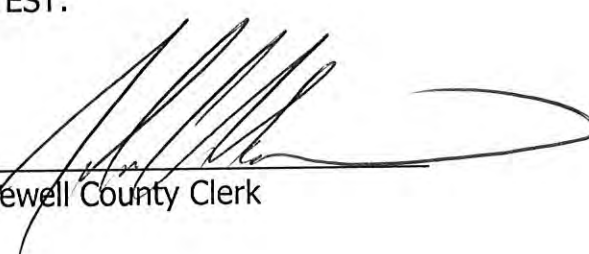
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Gordon Robertson to the Deer Creek Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Mark J. McGrath, P.C., 113 S. Main Street, PO Box 139, Mackinaw, IL 61755 of this action.

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

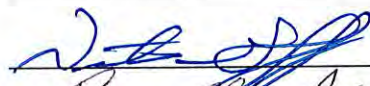
APPOINTMENT


I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Paul Augspurger of 21308 IL Route 9, Tremont, IL 61568 to the Peoria/Pekin Urbanized Area Transportation Study (PPUATS) for a term commencing May 01, 2022 and expiring April 30, 2026.

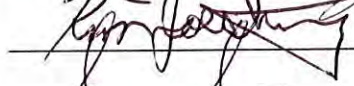
COMMITTEE REPORT

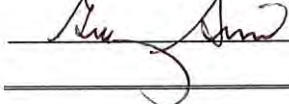
TO: Tazewell County Board
FROM: Executive Committee

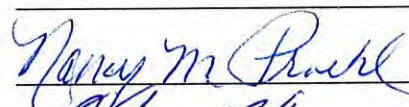
This Committee has reviewed the appointment of Paul Augspurger to the PPUATS and we recommend said appointment be approved.




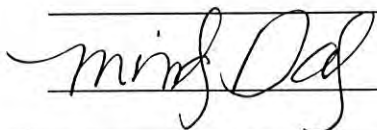













RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Paul Augspurger to the PPUATS.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

PASSED THIS 27th DAY OF APRIL, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman