

# Tazewell County Board

Wednesday, February 22, 2023

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



COUNTY BOARD AGENDA		1
HEALTH SERVICES HS-23-15	AGREEMENT WITH DEER CREEK FOR ANIMAL CONTROL SERVICES	4
HEALTH SERVICES HS-23-16	AGREEMENT WITH GREEN VALLEY FOR ANIMAL CONTROL SERVICES	8
HEALTH SERVICES HS-23-17	AGREEMENT WITH PEKIN FOR ANIMAL CONTROL SERVICES	12
HEALTH SERVICES HS-23-18	AGREEMENT WITH ARMINGTON FOR ANIMAL CONTROL SERVICES	16
HEALTH SERVICES HS-23-19	AGREEMENT WITH WASHINGTON FOR ANIMAL CONTROL SERVICES	20
LAND USE SUMMARY	-	24
LAND USE LU-22-05	WIND ENERGY CODE	25
LAND USE LU-22-04	MAP AMENDMENT FONDULAC TOWNSHIP	33
TRANSPORTATION T-23-03	IDOT RESOLUTION FOR IMPROVEMENT FOR SECTION 21-00051-00-ES	64
TRANSPORTATION T-23-05	PURCHASE OF TANDEM AXLE TRUCK	66
TRANSPORTATION T-23-06	PURCHASE OF LOWBOY TRAILER	67
PROPERTY P-23-02	RTU REPLACEMENT AT THE JUSTICE CENTER	68
FINANCE F-23-14	PROBATION FUND TRANSFER	70
HUMAN RESOURCES HR-23-04	AMENDED AGREEMENT FOR FLEXIBLE SPENDING ACCOUNT	71
HUMAN RESOURCES HR-23-03	CREATION OF BUDGET DIRECTOR	72
RISK MANAGEMENT RM-23-01	IPRF GRANT	73
RISK MANAGEMENT RM-23-02	WORKERS COMPENSATION SETTLEMENT	84
EXECUTIVE E-23-28	VOLTUS, INC. AGREEMENT	85
EXECUTIVE E-23-30	AXON ENTERPRISES CONTRACT WITH PUBLIC DEFENDER	95
EXECUTIVE E-23-31	PAYMENT FOR ACTIVITY DELIVERY FOR CDBG RLF CLOSEOUT	102
EXECUTIVE E-23-32	APPOINTMENT TO COUNTY BOARD DISTRICT 1	105
EXECUTIVE	APPOINTMENTS AND REAPPOINTMENTS	106
MARCH 2023 CALENDAR OF MEETINGS		110



# TAZEWELL COUNTY BOARD

James Carius Community Room  
Wednesday, February 22, 2023 - 6:00 p.m.

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

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees
- D. Communications from elected and appointed county officials
- E. Approve the minutes of the January 25, 2023 County Board Proceedings
- F. Consent Agenda:

## **Health Services:**

- HS-23-15 1. Approve agreement with Deer Creek for Animal Control Services
- HS-23-16 2. Approve agreement with Green Valley for Animal Control Services
- HS-23-17 3. Approve agreement with Pekin for Animal Control Services
- HS-23-18 4. Approve agreement with Armington for Animal Control Services
- HS-23-19 5. Approve agreement with Washington for Animal Control Services

## **Land Use:**

- LU-23-04 6. Approve amendment to Title XV, Chapter 153 Wind Energy Code
- LU-22-05 7. Approve Map Amendment to the Official Fondulac Township Zoning Map

## **Transportation:**

- T-23-03 8. Approve IDOT Resolution for Improvement under the Illinois Highway Code for Section 21-00051-00-ES
- T-23-05 9. Approve bid for new tandem axle truck
- T-23-06 10. Approve bid for Low Boy trailer with specified equipment



**Property:**

- P-23-02 11. Approve RTU replacement at the Justice Center

**Finance:**

- F-23-14 12. Approve Probation Fund transfer

**Human Resources:**

- HR-23-04 13. Approve amended service agreement for Flexible Spending Account

- HR-23-03 14. Approve creation of position for Budget Director

**Risk Management:**

- RM-23-01 15. Approve grant from the Illinois Public Risk Fund

- RM-23-02 16. Approve workers compensation settlement

**Executive:**

- E-23-08 17. Approve agreement with Voltus, Inc.

- E-23-30 18. Approve contract with Axon Enterprises with the Public Defender

- E-23-31 19. Approve payment for activity delivery services for the Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248591 per contractual agreement

- E-23-32 20. Approve appointment to County Board for District 1

**Appointments and Reappointments**

- E-23-24 a. Reappointment of Tony Rendleman to the Emergency Telephone Systems Board

- E-23-25 b. Reappointment of Rick Brodrick to the Emergency Telephone Systems Board

- E-23-26 c. Appointment of Bobby Zimmerman to the Emergency Telephone Systems Board

- E-23-29 d. Reappointment of Sarah Sies to the Shaeferville Fire Protection District

G. Unfinished Business

H. New Business

I. Review of approved bills

J. Approve the March 2023 Calendar of Meetings

K. Recess to March 29, 2023

**COMMITTEE REPORT**

HS-23-15

Mr. Chairman and Members of the Tazewell County Board:

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

*Jiraw E. Haggman*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

*Rafael Poyet*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION**

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

WHEREAS, the County consider the payment by the Village of Deer Creek to the County the sum of \$752.52; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2023.

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

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



**INTERGOVERNMENTAL AGREEMENT**  
**FOR**  
**ANIMAL & RABIES CONTROL SERVICES**

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2023, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF DEER CREEK, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$752.52, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2023 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

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

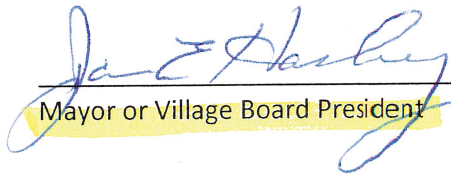
PASSED this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Tazewell County Board Chairman

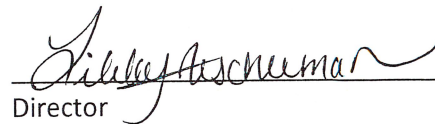
ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

  
\_\_\_\_\_  
Director

Annual Amount: \$752.52

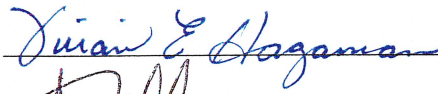

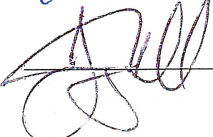
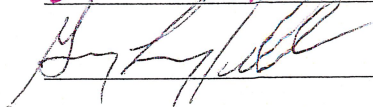
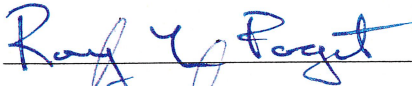
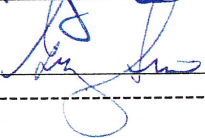
Monthly Amount: \$62.71



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

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

WHEREAS, the County consider the payment by the Village of Green Valley to the County the sum of \$906.05; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2023.

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

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

**INTERGOVERNMENTAL AGREEMENT**

**FOR**

**ANIMAL & RABIES CONTROL SERVICES**

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2023, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF GREEN VALLEY, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$906.05, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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



6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2023 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.



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

PASSED this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

Carla Ford  
Tazewell County Clerk

MUNICIPALITY:

Kurt Beal  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Julie Aschmann  
Director

Annual Amount: \$906.05  
Monthly Amount: \$75.50

**COMMITTEE REPORT**

HS-23-17

Mr. Chairman and Members of the Tazewell County Board:

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

<u>Jimin &amp; Hagaman</u>	<u>Sumner</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>Ray &amp; Paget</u>	
<u>[Signature]</u>	

**RESOLUTION**

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

WHEREAS, the County consider the payment by the City of Pekin to the County in the sum of \$48,703.74; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2023.

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

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

**INTERGOVERNMENTAL AGREEMENT**  
**FOR**  
**ANIMAL & RABIES CONTROL SERVICES**

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2023, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the CITY OF PEKIN, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$48,703.74, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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



6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2023 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

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

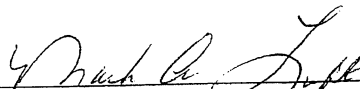
PASSED this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Tazewell County Board Chairman

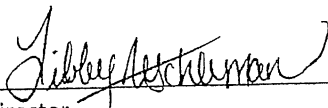
ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

  
\_\_\_\_\_  
Director

Annual Amount: \$48,703.74

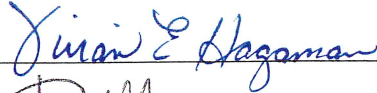

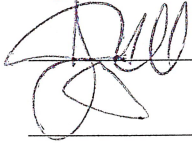
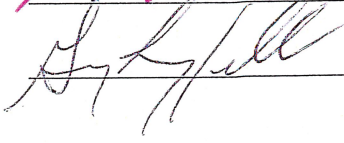
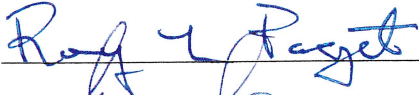
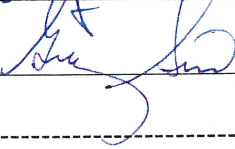
Monthly Amount: \$4,058.64

**COMMITTEE REPORT**

HS-23-18

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

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

WHEREAS, the County consider the payment by the Village of Armington to the County in the sum of \$459.51; and

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2023.

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

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 223.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



**INTERGOVERNMENTAL AGREEMENT**  
**FOR**  
**ANIMAL & RABIES CONTROL SERVICES**

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2023, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF ARMINGTON, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$459.51, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2023 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.



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

PASSED this 4<sup>th</sup> day of January.

\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

MUNICIPALITY:

Eric Boesdoye

\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Shelby Ascherman

Director

Annual Amount: \$459.51

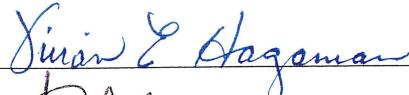
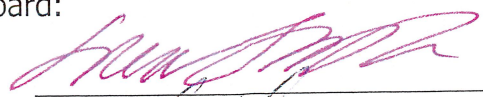
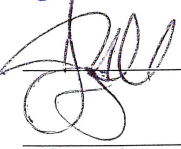
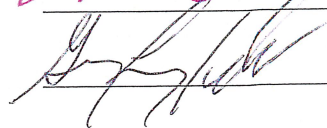
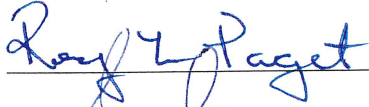
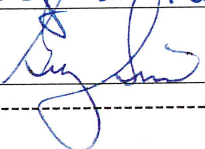
Monthly Amount: \$38.29

**COMMITTEE REPORT**

HS-23-19

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

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

WHEREAS, the County consider the payment by the City of Washington to the County the sum of \$14,444.83; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2023.

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

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

## INTERGOVERNMENTAL AGREEMENT

FOR

### ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2023, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the CITY OF WASHINGTON, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$14,444.83, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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



6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2023 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

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

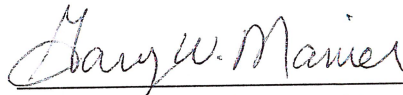
PASSED this 21st day of November.

\_\_\_\_\_  
Tazewell County Board Chairman

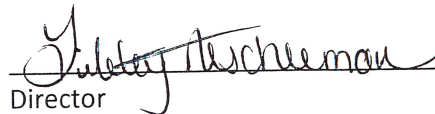
ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

  
\_\_\_\_\_  
Director

Annual Amount: \$14,444.83

Monthly Amount: \$1,203.74



**TAZEWELL COUNTY LAND USE COMMITTEE**

**SUMMARY OF COMMITTEE AGENDA**

**February 13, 202 Meeting**

**TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON**

**February 22, 2023**

---

**LU-22-05**

**CASE NO. 22-20-S** Proposed Amendment to Title XV, Chapter 153 Wind Energy Code. (Tabled at the July 12, 2022 Land Use Committee meeting.)

**ZBA** recommended denial. **Land Use** recommended approval.

**LU-23-04**

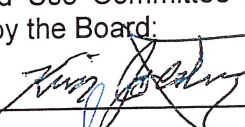
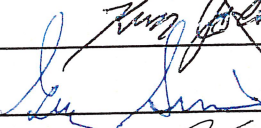
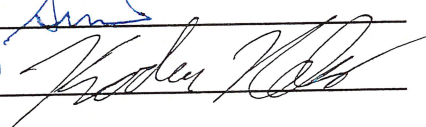
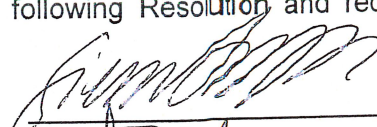
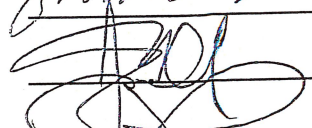
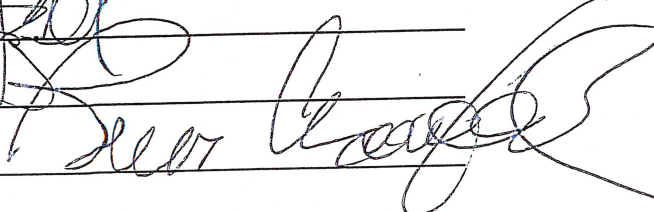
**CASE NO. 23-03-Z** The petition of SolarStone Partners, LLC for a Map Amendment to the Official Fondulac Township Zoning Map of Tazewell County to change the zoning classification of property from a R-1 Low Density Residential District to a A-1 Agriculture Preservation District.

**ZBA** recommended denial. **Land Use** concurred.

**COMMITTEE REPORT**  
**LU-23-04**

Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_  \_\_\_\_\_  
\_\_\_\_\_  \_\_\_\_\_  
\_\_\_\_\_  \_\_\_\_\_  
\_\_\_\_\_  \_\_\_\_\_  
\_\_\_\_\_  \_\_\_\_\_  
\_\_\_\_\_  \_\_\_\_\_

**R E S O L U T I O N**

**WHEREAS**, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 23-03-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Chairman, Tazewell County Board

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV,  
CHAPTER 157, ZONING - CODE OF TAZEWELL COUNTY  
ON PETITION OF SOLARSTONE PARTNERS, LLC**

(Zoning Board Case No. 23-03-Z)

**WHEREAS**, a petition has been filed with the County Clerk of Tazewell County, Illinois, By SolarStone Partners, LLC for an Amendment to the Official Fondulac Township Zoning Maps of Tazewell County to change the Zoning Classification of property from a R-1 Low Density Residential Zoning District to an A-1 Agriculture Preservation Zoning District; and

**WHEREAS**, a public hearing on said application designated as Zoning Board Case No. 23-03-Z as held by the Tazewell County Zoning Board of Appeals on February 7, 2023, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

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

1. The proposed amendment shall not be detrimental to the orderly development of Tazewell County.  
(NEGATIVE) The subject parcel is located in an area primarily consisting of Low Density residential and according to the future land use map of Tazewell County is designated as R-1, Conservation and Rural Residential. Therefore, the proposed amendment to rezone the parcel to A-1 is not compatible with future land use and the orderly development of Tazewell County.
2. The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.  
(NEGATIVE) The proposed amendment may be detrimental to the public health and safety of Tazewell County because the surrounding properties are zoned R-1 and not all permitted uses in A-1 Agricultural Districts are compatible and consistent with those of R-1 low density residential districts.
3. The request is consistent with existing uses of property within the general area of the property in question.  
(NEGATIVE) The surrounding area is zoned R-1 and not all permitted uses in A-1 Agricultural Districts are compatible and consistent with those of R-1 low density residential districts.
4. The request is consistent with the zoning classifications of property within the general area of the property in question.



(NEGATIVE) The subject parcel is located in an area primarily consisting of Low Density residential and according to the future land use map of Tazewell County is designated as R-1, Conservation and Rural Residential. not all uses permitted in A-1 Agricultural Districts are compatible and consistent with those of R-1 low density residential districts.

5. The property in question is not suitable for the uses permitted under the existing zoning classification.

(NEGATIVE) The subject property is surrounded by R-1, Low Density Residential and therefore it does not seem suitable or compatible to introduce uses otherwise not consistent with the established residential area.

6. The property in question is suitable for the uses permitted under the proposed zoning classification.

(NEGATIVE) Not all permitted uses in A-1 Agricultural Districts are compatible and consistent with those of R-1 low density residential districts. Spot zoning an agricultural preservation district within an established R-1 district is not suitable.

7. Consideration to the trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.

(NEGATIVE) This property is currently a part of the Springcreek Preserve operated by the Fon du Lac Park District. The public ownership and surrounding steep topography have limited development in the area.

8. Consideration to the length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.

(NEGATIVE) The land is owned by the Fon du Lac Park District and per testimony was not purchase with the intent to develop the currently forested and agricultural areas. The subject property is surrounded by R-1 and development consistent with low density residential would be consistent with the area, however used associated with agricultural preservation would not.

9. Consideration to the proposed map amendment being within one and one-half miles of a municipality with an adopted Comprehensive Plan.

(NEGATIVE) The site is within 1.5 miles of the City of East Peoria..

10. Consideration to the relative gain to the public as compared to the hardship imposed upon the individual property owner, should the proposed amendment be denied.

(POSITIVE) The gain to the public due to the denial of the request to rezone is that the property will remain in its natural state and consistent with the surrounding use. Future residential development would also be consistent with the area. There is no hardship of the land owner, Fon du Lac Park District. There are alternative uses under the existing zoning



designation consistent with the established residential area.

11. Consideration to the proposed amendment being consistent with the goals, objectives, and policies of the Comprehensive Plan.

(NEGATIVE) The proposed zoning map amendment is consistent with the following goals, objectives, and policies of the Tazewell County Comprehensive Plan:

- o Minimize conflict between land uses.  
The rezoning of the property may in fact cause conflict given the potential agricultural uses that could in the future take place in the middle of an established residential neighborhood.
- o Locate new residential development in rural areas close to roadways to preserve contiguous tracts of farmland.  
The approximately 60 acres currently being farmed is isolated from any other farming operation and not ideal due to; topography and location. The land is currently located between two major arterial roads conforming to the comprehensive plan goals and objectives that new residential development be located in rural areas nears roadways while also allow contiguous tracts of land from being disturbed.
- o Avoid land development that occurs in isolated areas away from existing developed areas.  
The existing area is an established residential neighborhood. Allowing the zoning to remain consistent will allow for future development consistent with the area.

which findings of fact are hereby adopted by the County Board as the reason for denying the Rezoning request.

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

**SECTION I.** The petition of SolarStone Partners, LLC for an Amendment to the Official Fondulac Township Zoning Maps of Tazewell County to change the Zoning Classification of property from a R-1 Low Density Residential Zoning District to an A-1 Agriculture Preservation Zoning District for the following described property:

Current Owner of Property: Fondulac Park District

Currently a Part of P.I.N. 01-01-12-300-017; an approximate 40 acres of an 81.64 acre parcel located in part of the SW ¼ of Sec 12, T26N, R4W of the 3<sup>rd</sup> P.M., Fondulac Twp., Tazewell Co., IL

located approximately ½ mile E of the intersection of N. Main St. and Grosenbach Rd.

and along the S side of Grosenbach Rd., East Peoria, IL 61611.

is hereby granted.

SECTION II. This Ordinance shall be in effect upon passage.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

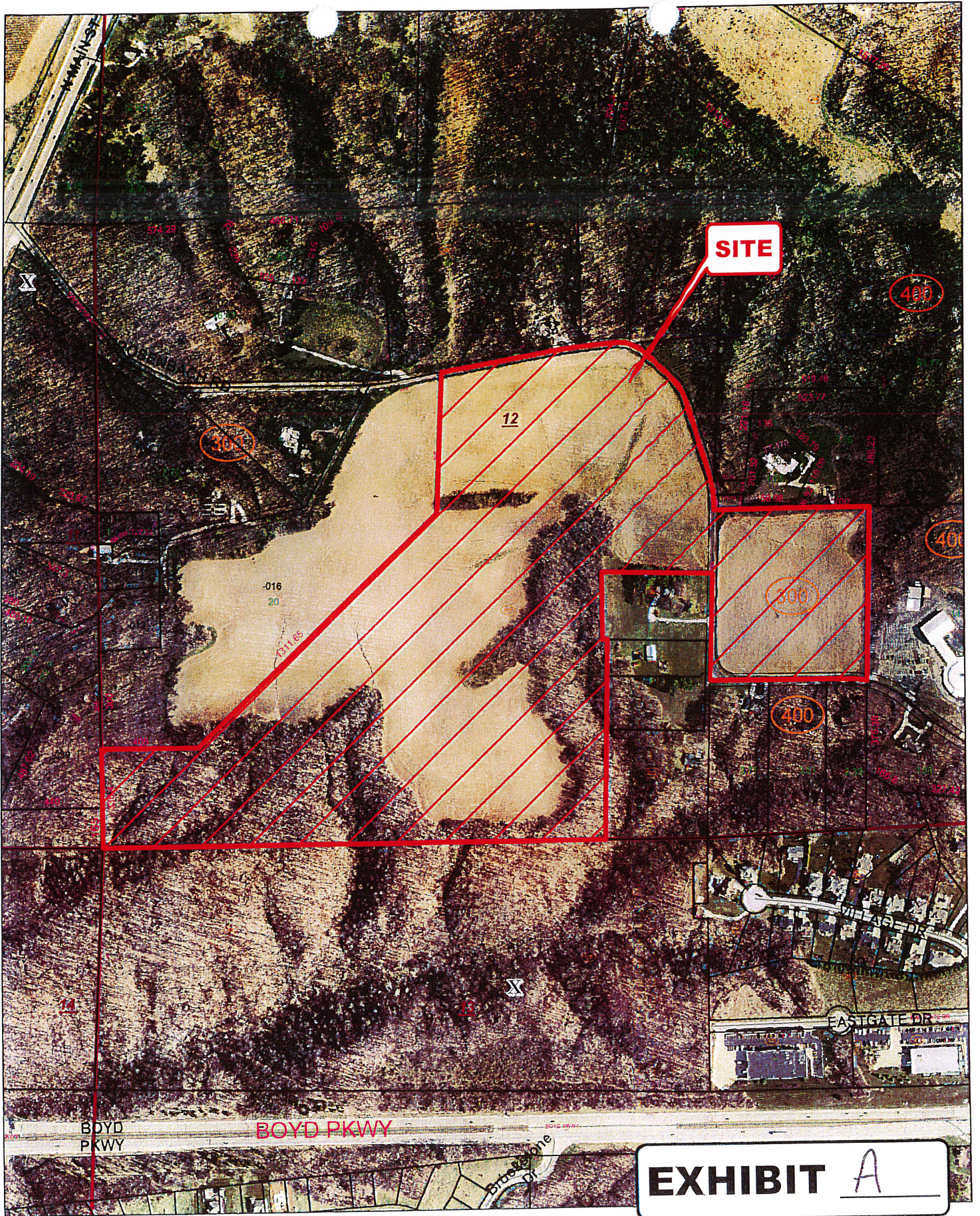
Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Chairman, County Board  
Tazewell County, Illinois

\_\_\_\_\_  
County Clerk  
Tazewell County, Illinois





**SITE**

12

300

016  
20

300

400

400

400

BOYD  
PKWY

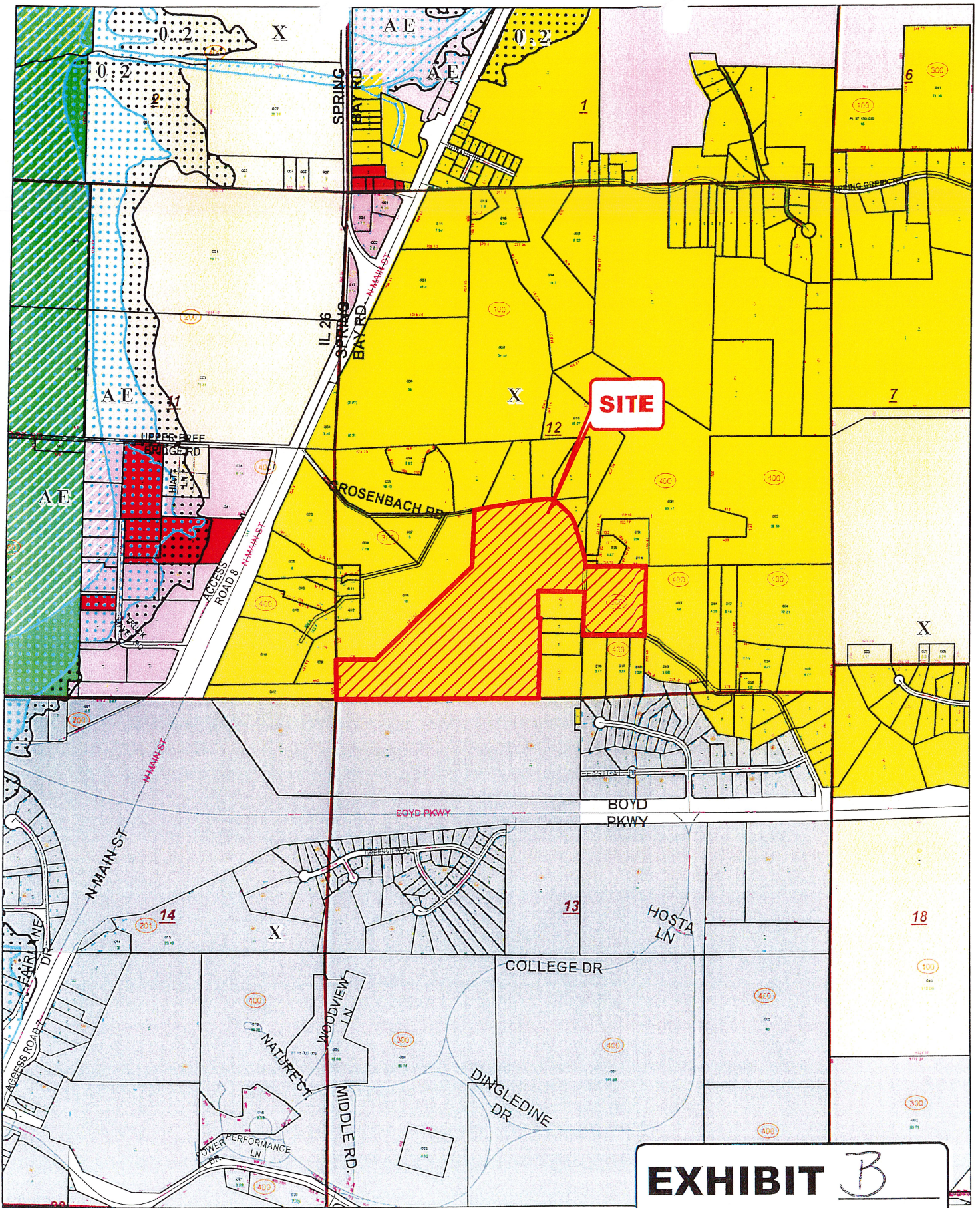
BOYD PKWY

EASTGATE DR

**EXHIBIT** A







**EXHIBIT B**

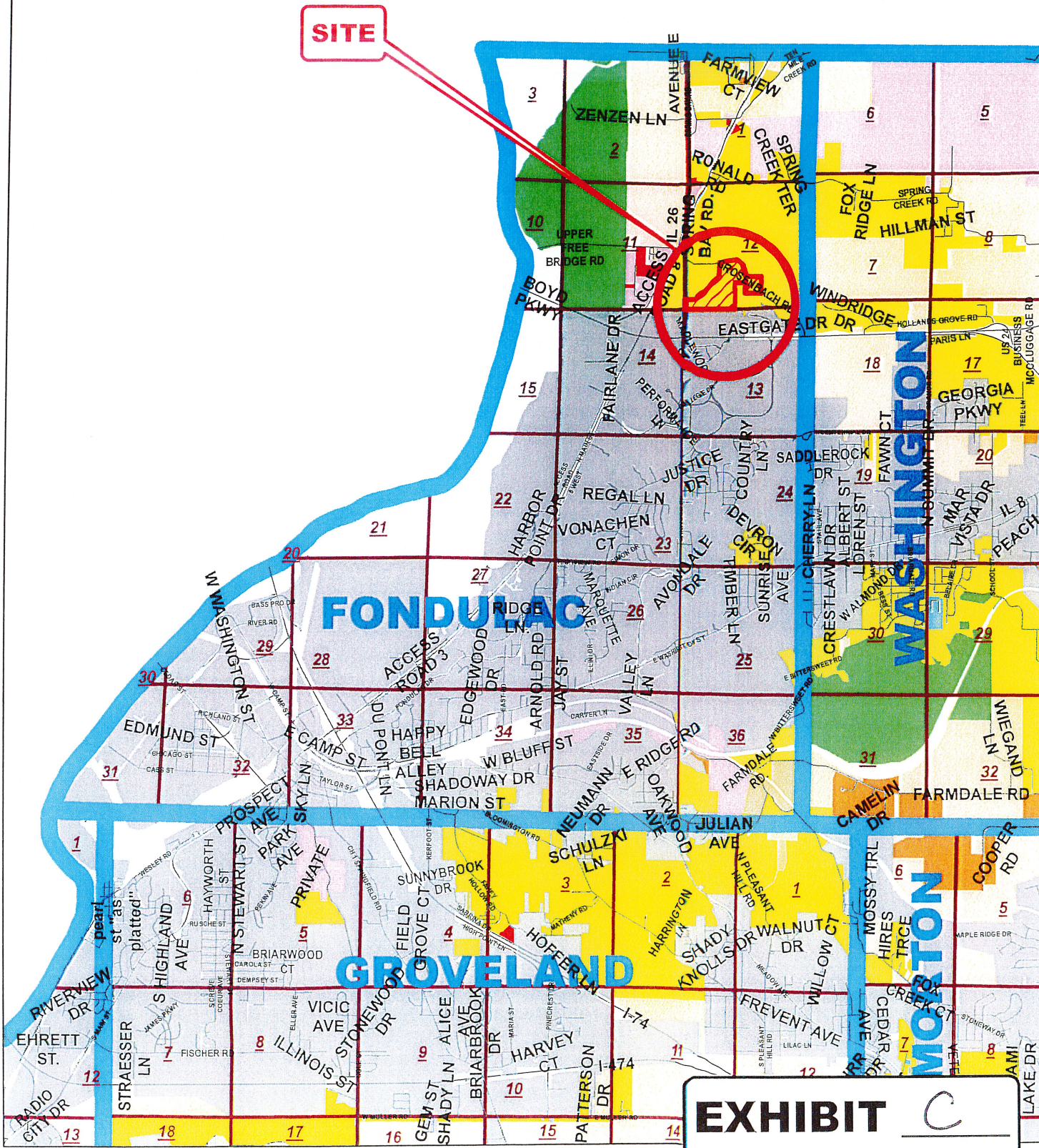


0 355 710 1,420 2,130 2,840 Feet

Zoning District		A-1	C-1	CITY	I-1	R-1	R-R
AG Area	A-2	C-2	CONS	I-2	R-2		



# Woodford County



**EXHIBIT C**



0 1,550,100 6,200 9,300 12,400 Feet

Zoning District	A-1	C-1	CITY	I-1	R-1	R-R



**COMMITTEE REPORT**

**LU-22-05**

(Tabled at the July 12, 2022 Land Use Committee Meeting)

(Case No. 22-20-A)

Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____

**R E S O L U T I O N**

**WHEREAS**, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance to amend Title XV, Chapter 153, Wind Energy Code (As adopted September 29, 2004) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Tazewell County Board Chairman

**ATTEST:**

\_\_\_\_\_  
Tazewell County Clerk

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

Proposed Amendment  
(Zoning Board Case No. 22-20-A)

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

**WHEREAS**, a series of public hearings on said Amendment were held June 8, 2022, June 9, 2022, June 15, 2022 and June 30, 2022, following due publication of said hearings in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending denial; and

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

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

*NEGATIVE. Given the information provided, the proposed amendment may cease development of future wind energy conversion systems in Tazewell County. If not cease in its entirety, it may severely cripple the ability to develop WECS in the County. Additionally, the proposed amendment may also have an adverse effect on existing WECS currently in operation. At this time, it does not seem that the amendment as presented is in the best interest of the County as a whole and may in fact be detrimental to orderly development of Tazewell County.*

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

*NEGATIVE. Given the information provided, the proposed amendment may cease development of future wind energy conversion systems in Tazewell County. If not cease in its entirety, it may severely cripple the ability to develop WECS in the County. Additionally, the proposed amendment may also have an adverse effect on existing WECS currently in operation. At this time, it does not seem that the amendment as presented is in the best*

*interest of the County as a whole. Although copious amounts of technical information have been provided, the ZBA does not feel there has been enough evidence to ensure the amendment, as presented, is in the best interest of the County without further evaluation.*

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

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

**Delete the following as stricken:**

**~~§ 153.01 WIND ENERGY CONVERSION SYSTEMS PURPOSE.~~**

~~(A) — To assure that any development and production of wind-generated electricity in the county is safe and effective; and~~

~~(B) — To facilitate economic opportunities for local municipalities, residents, and the county as a whole.~~

**~~§ 153.02 DEFINITIONS.~~**

~~For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~**AUTHORIZED FACTORY REPRESENTATIVE.** An individual with technical training of a WECS who has received factory installation instructions and is certified in writing by the manufacturer of the WECS.~~

~~**FACILITY ABANDONMENT.** A period of time not less than one year.~~

~~**MANUAL AND AUTOMATIC CONTROLS.** Give protection to power grids and limit rotation of a WECS' blades to below the designed limits of the conversion system.~~

~~**REGISTERED PROFESSIONAL ENGINEER.** Any appropriately trained and experienced engineer licensed by the State of Illinois.~~

~~**WIND ENERGY CONVERSION SYSTEM (WECS).** Any device such as a wind charger, windmill, or wind turbine that converts wind energy to a form of usable electrical energy.~~

**~~§ 153.03 REQUIREMENTS.~~**



- (A) ~~*Design safety certification.* The safety of the design of all WECS towers shall be certified by a registered professional engineer. The standard for certification shall be good engineering practices and shall conform to all the county's officially adopted codes.~~
- (B) ~~*Controls and brakes.* All WECS projects shall be equipped with manual and automatic controls and mechanical brakes to limit rotation of blades to a speed below the designed limits of a WECS. The registered professional engineer or authorized factory representative must certify that the rotor and overspeed control design and fabrication conform to good engineering practices. No changes or alterations from certified design shall be permitted unless accompanied by a registered professional engineer's or the authorized factory representative's statement of certification.~~
- (C) ~~*Electrical components.* All electrical compartments, storage facilities, wire conduit, and interconnections with utility companies will conform to local utility standards and national and local electrical codes.~~
- (D) ~~*Color, towers and blades.* Any non-reflective, unobtrusive color that will assist in mitigating the visual impact of the structure is allowable.~~
- (E) ~~*Lighting.* Lighting for the towers shall be constructed only in accordance with the minimum requirements and standards allowed through the FAA or other regulatory authority in an effort to minimize the visual impact of the structures.~~
- (F) ~~*Compliance with FAA.* It shall be the responsibility of the person in charge of the WECS project to complete the proper FAA applications and obtain the proper permits for the WECS project. It shall also be the responsibility of the person in charge of the WECS project to obtain a determination of no significant impact to air navigation from the FAA.~~
- (G) ~~*Warnings.* A visible warning sign of "high voltage" must be placed at the base of all WECS projects. The sign must have at a minimum six-inch letters. Such signs shall be located a maximum of 300 feet apart and at all points of site ingress and egress.~~
- (H) ~~*Climb prevention.* All WECS project towers or poles must be unclimbable by design or protected by anti-climbing devices such as:~~

- (1) ~~Fences with locking portals at least six feet high;~~
  - (2) ~~Anti-climbing devices 12 feet from base of pole; or~~
  - (3) ~~Anchor points for guy wires supporting tower shall be enclosed by a six-foot high fence or shall be located within the confines of a yard that is completely fenced.~~
- (I) ~~Compliance with zoning laws. All WECS projects shall be in compliance with all local zoning laws.~~
- (J) ~~Setbacks.~~
- (1) ~~All WECS towers shall be set back at least 750 feet from any adjoining property's dwelling unit, and no less than one and one-tenth times the tower height from the applying property owner's dwelling structure.~~
  - (2) ~~All WECS towers shall be set back a distance of at least one and one-tenth times the WECS tower height from public roads, third party transmission lines, and communications towers.~~
  - (3) ~~All WECS towers shall be set back a distance of at least one and one-tenth times the WECS tower height from adjacent property lines. Property lines that are shared with other properties included in the same WECS development may forgo this requirement, provided written acceptance of this waiver is obtained from all affected property owners prior to the public hearing.~~
  - (4) ~~Any waiver of any setback requirement shall run with the land and be recorded as part of the chain of title in the deed of the subject property.~~
- (K) ~~Height. Wind generator machine height must comply with all FAA regulations.~~
- (L) ~~Compliance with additional regulations. It shall be the responsibility of the person in charge of the WECS project to contact the FCC and FAA regarding additional permits necessary or any other applicable federal or state regulations for the installation of a WECS project prior to the County Zoning Board of Appeals granting a special use permit.~~
- (M) ~~Installation certification. The registered professional engineer shall certify that the construction and installation of the WECS project meets or exceeds the manufacturer's construction and installation standards.~~

~~(N) — Roads.~~

~~(1) — Any proposed access roads that will be used for construction purposes shall be identified and approved by the Township Road Commissioner and the County Engineer prior to the granting of the special use permit.~~

~~(2) — Any road damage caused by the transport of the facility's equipment, the installation, or the removal must be completely repaired to the satisfaction of the Township Road Commissioner and the County Engineer. The Township Road Commissioner and County Engineer may choose to require either remediation of road repair upon completion of the project or are authorized to collect fees for oversized load permits. Further, a corporate surety bond in an amount to be fixed by the Township Road Commissioner or the County Engineer may be required by the Township Road Commissioner or the County Engineer to ensure the township or the county that future repairs are completed to their satisfaction.~~

~~(O) — *Migratory birds.* An avian study shall be conducted by a qualified third party professional, such as an ornithologist or wildlife biologist, to determine if there is any potential impact the WECS project may present to migratory birds. The study must provide assurances that the WECS project does not negatively impact the path of migratory birds. The results of the study shall be made available at the official public hearing.~~

**~~§ 153.04 MAINTENANCE AND OPERATION.~~**

~~(A) — *Annual inspection.* Every WECS project must be inspected annually by an authorized factory representative to certify that it is in good working condition and not a hazard to the public.~~

~~(B) — *Interference.* If the authorized factory representative determines that the WECS project causes severe interference with microwave transmissions, residential television interference, or radio reception, the WECS owner must take commercially reasonable steps to correct the problem.~~

~~(C) — *Fire risk.* All WECS projects must adhere to all applicable electrical codes and standards and must remove fuel sources, such as vegetation, from the immediate vicinity of electrical gear and connections. Every WECS project must utilize twistable cables on turbines.~~

~~(D) — Waste. All solid wastes, whether generated from supplies, equipment parts, packaging, operation or maintenance of the WECS, including old parts and equipment, shall be removed from the site immediately and disposed of in an appropriate manner. All hazardous waste generated by the operation and maintenance of the WECS including, but not limited to, lubricating materials, shall be removed from the site immediately and disposed of in a manner consistent with all local, state, and federal rules and regulations.~~

**~~§ 153.05 NOISE LEVELS.~~**

~~Noise levels shall be regulated by the state's Pollution Control Agency rules and regulations and the applicant shall certify that applicant's facility is in compliance with the same.~~

**~~§ 153.06 LIABILITY INSURANCE.~~**

~~The WECS project shall maintain a current insurance policy to cover installation and operation of the WECS project. The amount of the policy shall be established as a condition of permit approval.~~

**~~§ 153.07 DECOMMISSIONING PLAN.~~**

~~(A) — The WECS project must contain a decommissioning plan to ensure it is properly decommissioned upon the end of the project life or facility abandonment. Decommissioning shall include: removal of all structures (including transmission equipment and fencing) and debris to a depth of four feet; restoration of the soil; and restoration of vegetation within six months of the end of project life or facility abandonment.~~

~~(B) — The decommissioning plan shall state how the facility will be decommissioned, the professional engineer's estimated cost of decommissioning, the financial resources to be used to accomplish decommissioning, and the escrow agent with which the resources shall be deposited. The decommissioning plan shall also recite an agreement between the applicant and the county that:~~

~~(1) — The financial resources for decommissioning shall be in the form of a surety bond, or shall be deposited in an escrow account with an escrow agent acceptable to the Zoning Enforcement Officer;~~

~~(2) — A written escrow agreement will be prepared, establishing upon what conditions the funds will be disbursed;~~



- ~~(3) The county shall have access to the escrow account funds for the expressed purpose of completing decommissioning if decommissioning is not completed by the applicant within six months of the end of project life or facility abandonment;~~
- ~~(4) The county is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning;~~
- ~~(5) The county is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the county's right to seek reimbursement from applicant or applicant successor for decommissioning costs in excess of the amount deposited in escrow and to file a lien against any real estate owned by applicant or applicant's successor, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien; and~~
- ~~(6) Financial provisions shall not be so onerous as to make wind power projects~~

unfeasible.

**~~§ 153.08 FEES CHARGED FOR BUILDING PERMIT.~~**

- ~~(A) The fees for processing of the building permit applications for a WECS shall be collected by the Community Development Administrator who shall be accountable to the county for such fees. Each turbine: \$25 per foot of total height (including blades).~~
- ~~(B) WECS are permitted only in the A-1 and A-2 zoning districts by special use upon approval by the County Zoning Board of Appeals.~~

***(Upon Approval of Case 22-20-A by the Tazewell County Board)***

**~~§ 153.09 SIX MONTH MORATORIUM ON THE ISSUANCE OF SPECIAL USE PERMITS FOR WECS~~**

- ~~(A) Notwithstanding the foregoing contained in this Ordinance, a moratorium is hereby placed on the issuance of permits for the development, placement, construction, operation or modification of any WECS for a period of six (6) months from the date of this ordinance unless otherwise extended by the County Board.~~

- ~~(B) — Development of Revised Regulations and/or Standards. During the six (6) month moratorium period, the County will investigate the impact of WECS on the public's health, safety and welfare and determine whether the County's WECS Ordinance should be revised to update the standards and regulations therein to provide appropriate regulations and standards for the development, placement, construction, operation and modification of WECS in the County.~~
- ~~(C) — All ordinances or parts of ordinances in conflict with these provisions are repealed.~~
- ~~(D) — This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.~~

**(Add the following new verbiage):**

**§153.01 Wind Energy Conversion Systems Purpose**

- (A) Assure the protection of health, safety, welfare, and property rights and values of landowners and residents in Tazewell County.
- (B) Protect the County's ecological environment.
- (C) Assure that any development and production of wind-generated electricity in Tazewell County is safe and effective.
- (D) Facilitate economic opportunities for all County residents.
- (E) Promote the supply of wind energy in support of Illinois' statutory goal of increasing energy production from renewable energy sources.

**§153.02 Applicability**

This ordinance governs the siting of wind energy conversion systems (WECS) and substations that generate electricity to be sold to wholesale or retail markets.

**§153.03 Prohibition**

No WECS or substation governed by this ordinance shall be constructed, erected, installed, or located within one and one half miles (1.5) miles of any self-governing municipality unless prior siting approval (approved Special Use, Site Development, and Building Permit issuance) has been obtained from the self-governing municipality for each individual WECS and substation.

**§153.04 Special Use Requirements**

In addition to the standards and criteria established herein, no Special Use Permit shall be granted for the use(s) listed below unless evidence is presented to establish that the standards and criteria set forth herein have been met. Upon special use approval, a Road Use Agreement shall be obtained from the Road Authority prior to the issuance of building permits for any portion of a WECS Project, including any wind turbines, substations or any part thereof. All special use applications require approval of a majority vote of the County Board. WECS and substations are permitted only in the A-1 and A-2 zoning districts by special use upon approval by the County Board and only on sites where seventy-five (75) percent of the site contains soils of having less than a productivity index (PI) of 125. Soils to be tested will be within a quarter mile radius (1320 feet) of where said turbine will be erected.

### **§153.05 Definitions**

The following words and terms when used in the interpretation and administration of this section shall have the meaning set forth herein except where otherwise specifically indicated:

Applicant: Shall mean the entity or person who submits to the County an application for the siting of any WECS or substation.

Financial Assurance: Shall mean reasonable assurance from a credit-worthy party; examples of which include a surety bond, trust instrument, cash escrow, or irrevocable letter of credit.

Operator: Shall mean the entity responsible for the day-to-day operation and maintenance of the WECS and substations, including any third-party subcontractors.

Non-participating Property: Any property within the WECS project other than participating property.

Owner: Shall mean the entity or entities with an equity interest in the WECS, including their respective successors and assignees. Owner does not mean (1) the property owner from whom the land is leased for locating the WECS, unless the property owner has an equity interest in the WECS, or (2) any person holding a security interest in the WECS solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure if such person or entity seeks to sell the WECS at the earliest practicable date.

Participating Landowner: A landowner whose property (or portion thereof) is currently leased or proposed to be leased for the production, siting, or development of a WECS and all landowners who have waived their rights to the setbacks provided in this section.

Participating Property: A property where a WECS is located or proposed to be located pursuant to an agreement with the owner/operator.

Professional Engineer: Shall mean a qualified individual who is licensed as a professional structural engineer in the State of Illinois.

Primary Structure: Shall mean, for each property, the structure that one or more persons occupy the majority of the time on that property for either business or personal reasons. Primary structure includes structures such as residences, commercial buildings, hospitals, machine sheds/work shops, livestock barns, and day care facilities. Primary structure excludes such structures as hunting sheds, storage sheds, pool houses, and unattached garages.

Substation: shall mean the apparatus that connects the electrical collection system of the WECS and increases the voltage for connection with the utility's transmission lines.

Wind Energy Conversion Systems (WECS): Shall mean all necessary devices that together convert wind energy into electricity, including the rotor, nacelle, blade, generator, WECS tower, electrical components, WECS foundation, transformer, and electrical cabling from the WECS tower to the substation.

WECS Project: Shall mean the collection of WECS(s) and substations specified in the siting approval application pursuant to this ordinance.

WECS Tower: Shall mean the support structure to which the nacelle and rotor are attached.

WECS Tower Height: Shall mean the distance from the rotor blade at its highest point to the top surface of the WECS foundation.

### **§153.06 Special Use Application Requirements**



In addition to the Special Use Permit requirements per the County Zoning Ordinance, a WECS applicant shall at least sixty (60) days prior to filing any special use application, provide to the County Board at a regularly scheduled Board Meeting, descriptions, site plans, studies, reports, certifications, and approvals demonstrating compliance with the Ordinance. All documents provided in the pre-application meeting shall be subject to the Illinois Freedom of Information Act.

- (A) Prior to the submittal at a County Board meeting required above, a pre-application meeting shall be held with representatives from the Tazewell County Community Development Department, the County Board, the County Highway Department, the impacted township(s), the Tazewell County Soil and Water Conservation District, and all other applicable departments and agencies as determined by the Community Development Department for any developmental WECS projects. The pre-application meeting shall be open to the public and notice provided in a paper of general circulation throughout the County.
- (B) In addition to a Special Use Permit application required, a WECS applicant shall submit a "WECS Project Summary," including:
  - (1) A general description of the project, including its approximate name plate generating capacity, the actual equipment manufacturer(s), type(s) of WECS, maximum number of WECS and name plate generating capacity of each WECS, the maximum height of the WECS tower(s) and the maximum diameter of the WECS rotors.
  - (2) A description of the location of the project.
  - (3) A description of the applicant, owner, and operator, including their respective business structures (business form).
  - (4) A general business plan outlining all major WECS related events that will take place over the useful life of the WECS project.

- (5) The names, addresses, and phone numbers of the applicants, owners, operators, and all property owners included in the application, along with documentation showing that each property owner agrees to the filing of the Special Use Application.
- (6) A site plan for the installation of the WECS showing the planned location of each WECS tower, guy lines, and anchor bases (if any), primary structure(s), property lines including identification of adjoining properties, setback lines, public access roads and turnout locations, substations, electrical cabling from the WECS tower to the substations, ancillary equipment, third party transmission lines, and layout of all structures within the geographical boundaries of the setback established in this Ordinance.
- (7) All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this ordinance completed by a third party with no vested interest in the project (including but not limited to: natural resource areas; bird and bat migration paths; shadow flicker; noise levels; and vibration levels). Modeling for shadow flicker and noise impact must be conducted under worst case weather and atmospheric conditions and during daylight and darkness (i.e. frozen ground, high humidity, no vegetation, day) and submit documentation evidencing compliance with all applicable FAA requirements.
- (8) A visual simulation including scale elevations of the proposed WECS and perspective drawings or photographic representations showing the WECS spatially accurate to the landscape and surrounding land uses.
- (9) Financial Assurance that the WECS project can be developed as proposed.

- (10) The applicant shall immediately notify the County Community Development Department of any changes to this information, which would occur while the Special Use Permit application is pending. Applicant will also provide at that time any other information normally required by the County as part of its Zoning Ordinance.
- (11) If the applicant, owner, or operator proposes to make a change in the project, after submittal to the County Board as set forth in the first paragraph of this §153.06 the special use application, including moving a turbine siting, then the special use hearing shall be continued until a date at least thirty (30) days after the change was provided the Zoning Board of Appeals at an open meeting.
- (C) For Special Use Permit applications involving multiple WECS towers, only one application is required. Although processed as one Special Use, each tower within a WECS Special Use shall be charged the established Special Use fee.
- (D) The applicant, upon submittal of an application for a WECS Special Use Permit, shall submit a certified check to the Tazewell County Community Development Department in the amount of one hundred thousand dollars (\$100,000) made payable to Tazewell County. This amount shall be placed in FDIC-insured money-market accounts and will be used to cover the County's cost incurred during the special use application review process and public hearings; including, but not limited to, costs of experts and attorneys retained by the County and the cost of any appeals or judicial review. Should the actual costs to the County exceed the cost deposit, the applicant shall remit additional funds as outlined in the applicable fee schedule within fifteen (15) days of the receipt of written notice from the Tazewell County Community Development Department. The County may stay the processing of an application or continue any hearings until additional funds have been paid.



- (E) In addition, the WECS operator, upon submittal of an application for a WECS Special Use Permit, shall submit a certified check to the Tazewell County Community Development Department in the amount of one hundred thousand dollars (\$100,000.00) into an Enforcement Fund. This amount shall be placed in an FDIC-insured money-market account and will be used to investigate and enforce mitigation of complaints. These funds shall be returned if the Special Use Permit is denied.

**§153.07 Design and Installation**

**(A) Design Requirements:**

- (1) WECS shall conform to applicable industry standards, including those of the American National Standards Institute (ANSI) taking into account local conditions. Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories (UL), Det Norske Veritas (DNV), Germanischer Lloyd Wind Energie (GL), or an equivalent third-party.
- (2) Following the granting of siting approval and a Special Use Permit under this Ordinance, a professional structural engineer shall certify, as part of the Building Permit application that the foundation and tower design of the WECS is within accepted professional standards, given local soil and climate conditions.

- (B) Controls and Brakes:** All WECS shall be equipped with a redundant braking system. This includes both aerodynamic over speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a failsafe mode. Stall regulation shall not be considered a sufficient braking system for over speed protection.

- (C) Electrical Components:** All electrical components of the WECS shall conform to applicable local, state, and national codes, and relevant national and international standards e.g., ANSI and International Electrical Commission.

- (D) **Color:** Towers and blades shall be painted white or gray or another non-reflective, unobtrusive color. No advertisement or signs shall be allowed.
- (E) **Compliance with the Federal Aviation Administration (FAA):** The applicant for the WECS shall comply with all applicable FAA requirements. Evidence of compliance shall be submitted with the siting request.
- (F) **Warnings:**
- (1) A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.
  - (2) Visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of fifteen (15) feet from the ground.
- (G) **Climb Prevention:** All WECS towers must be un-climbable by design or protected by anti-climbing devices including, but not limited to:
- (1) Fences with locking portals at least six (6) feet in height, but no greater than seven (7) feet in height; or
  - (2) Anti-climbing devices twelve (12) feet vertically from the base of the WECS tower.
- (H) **Setbacks:** All WECS towers shall provide the following minimum setbacks:
- (1) All WECS towers shall be setback a distance of not less than the greater of three thousand (3,000) feet or six (6) times the height of the WECS tower from all property lines. A participating landowner or non-participating property owner may waive this setback requirement, but in no case shall a WECS be located closer to a primary structure than one and one-half (1.5) times the height of the WECS tower.
  - (2) All WECS towers shall be setback a distance of not less than two (2) times the height of the WECS tower from all roadways, third-party transmission lines, and communication towers.

- (3) All WECS towers shall be at least one half (0.5) mile from all large animal shelter buildings. A participating or non-participating landowner may waive this setback requirement.
  - (4) All WECS towers shall be at least one and one half (1.5) miles from any public or private school property line.
  - (5) All WECS substations shall be setback one thousand five hundred (1,500) feet from the property line of any property containing a primary structure.
  - (6) The applicant does need to obtain a variance from the County upon written waiver by the applicable State, County, Township, utility company or property owner(s) of any of the above setback requirements.
- (I) **Height Restriction:** No WECS Tower Height shall be greater than five hundred (500) feet. The minimum distance between the ground and any protruding blade(s) utilized on a WECS shall be fifty (50) feet, as measured at the lowest point of the arc of the blades.
- (J) **FAA Obstruction Marking and Lighting Requirements:** All WECS towers shall be fitted with Aircraft Detection Lighting Systems (ADLS), or a comparable technology, suitable for meeting the FAA obstruction marking and lighting requirements. ADLS future advancement shall warrant new installation of equipment to lessen environmental light pollution and visual nocturnal disturbance.
- (K) **Compliance with Additional Regulations:** Nothing in this ordinance is intended to preempt other applicable state or federal laws and regulations.
- (L) **Use of Public Roads:**
- (1) Road Agreement: A road agreement that includes all affected jurisdictions (municipal, township, county, state, etc.) must be agreed upon by all parties and recorded with the Tazewell County Recorder's Office. A signed agreement must be recorded prior to the issuance of the first Building Permit. The road agreement shall include, but not be limited to:



- (a) An applicant, owner, or operator proposing to use any public roads for the purpose of transporting WECS or substation parts and/or equipment for construction, operation, or maintenance of the WECS or substations, shall:
  - i. Identify all such public roads; and
  - ii. Obtain applicable weight and size permits from the relevant government agencies who have jurisdiction over the roads prior to construction.
  
- (b) To the extent an applicant, owner, or operator must obtain a weight or size permit from the County, the applicant, owner, or operator shall:
  - i. Bring all roads used during the WECS project up to at least an eighty thousand (80,000) lbs. load limit by the end of construction; and
  - ii. Secure financial assurance, in a reasonable amount agreed to by the relevant parties, for the purpose of repairing any damage to public roads caused by constructing, operating, or maintaining the WECS.

(M) **Turbine Location:** No turbine or substation shall be moved more than fifty (50) feet in any direction from the location set forth in the special use application.

**§153.08 Operation**

(A) The owner or operator of the WECS must submit, on an annual basis, a summary of the operation and maintenance reports to the County. In addition to the above annual summary, the owner or operator must furnish such operation and maintenance reports as the County reasonably requests.

- (B) Any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components shall require reapplication for a Special Use under this Ordinance. Like-kind replacements shall not require recertification. Prior to making any physical modification (other than like-kind replacements) the owner or operator shall confer with an independent third-party certifying engineer and provide that information to the County to assist in determining whether the physical modification requires reapplication. The final determination of whether a modification requires a new Special Use application shall be the decision of the County Board. This includes any WECS battery energy storage systems constructed, erected, installed, or located within Tazewell County.
- (C) **Interference:**
- (1) Prior to the construction of any wind turbines, the owner or operator shall conduct a study to establish the baseline status of all RF/EMF, satellite, and internet transmissions and interference in the area of the turbines, with copies of the study to be supplied to the County.
  - (2) The applicant shall provide the applicable microwave transmission providers and local emergency service providers (e.g.: 911 operators) copies of the project summary and site plan. The applicant shall provide evidence that any potential interference has been resolved to the satisfaction of the providers.
  - (3) If, after construction of the WECS, the County receives a written complaint related to any of the abovementioned interferences, the County shall have the right to investigate and enforce the mitigation of the complaint.

(D) **Flicker:** Zero shadow flicker shall occur beyond the property line of any participating property. If, after construction of the WECS, the County receives a written complaint related to shadow flicker, the County shall investigate, and if the WECS are found in non-compliance, the owner/operator shall shut down said turbine(s) during periods when shadow flicker encroaches onto a non-participating property. If owner/operator is unable to remedy the complaint within 30 days, the WECS shall be decommissioned.

(E) **Coordination with Local Fire Departments:**

- (1) The applicant, owner, or operator shall submit to the local fire department(s) a copy of the project site plan.
- (2) Upon request by the fire department(s), the owner or operator shall cooperate with the fire department(s) to develop the fire department's emergency response plan and owner/operator shall pay for fire department(s) required training.
- (3) Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

(F) **Materials Handling, Storage, and Disposal:**

- (1) All solid wastes related to the construction, operation, and maintenance of the WECS shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws at the expense of the owner/operator.
- (2) All hazardous materials related to the construction, operation, and maintenance of the WECS shall be handled, stored, transported, and disposed of in accordance with all federal, state, and local laws at the expense of the owner/operator.

**§153.09 Sound Limits**



- (A) **Audible Sound Limits:** No WECS shall be located so as to cause any Class A non-participating property to receive sound that exceeds 38 dBa at the property line of the receiving property or, if the receiving property comprises more than one class of land, at the Class A boundary.
- (B) **Requirements:**
- (1) All instruments must meet ANSI or IEC Type 1 Precision sound level meter performance specifications.
  - (2) The application shall comply with ANSI S12.9, ANSI S12.100 and other applicable ANSI standards.
  - (3) Measurements must be made when ground level winds are 2m/s (4.5 mph) or less. Leaf rustle, insect, bird, and other sounds not properly considered as part of the steady background sound shall be excluded. Data utilized shall be measured during Pasquill Stability Class E or F conditions. Wind shear in the evening and night often result in low ground level wind speed and nominal operating speeds at wind turbine hub heights.
  - (4) IEC 61400 procedures are not suitable for enforcement of these requirements. ANSI standards shall be followed for testing and modeling procedures.
  - (5) If, after construction of the WECS, the County receives a written complaint related to sound limits, the County shall investigate, and if the WEC(S) are found in no-compliance on any non-participating property, the owner/operator shall shut down said turbine(s) until the turbine(s) is in compliance with said ordinance. If owner/operator is unable to remedy the complaint within 90 days, the WECS shall be decommissioned.

**§153.10 Birds**

A qualified professional, such as an ornithologist or wildlife biologist shall conduct an avian habitat study, as part of the Special Use Permit application approval process to determine if the installation of WECS will have a substantial adverse impact on birds. The applicant must take reasonable action to mitigate such adverse impacts on habitat and migration.

- (A) All WECS towers must be setback at least one and one-half (1.5) miles from any identified eagle's nest. Special consideration shall be given to National Resources Inventory (NRI) and Land Evaluation and Site Assessment (LESA) reports when establishing turbine locations.
- (B) All WECS projects must be equipped with an Identiflight Aerial Detection System, or an equivalent system thereto.

#### **§153.11 Public Participation**

Nothing in the ordinance is meant to augment or diminish existing opportunities for public participation such as public hearings and open meetings. At least ninety (90) days prior to the submission of any WECS application, the applicant shall make a reasonable effort to inform members of the public of the proposed project. Mailings and notices of public community meetings or open houses shall be sent out to landowners and residences within the footprint and to landowners and residences within one and one-half ( 1.5) miles of the proposed outside boundary of the project. These mailings should make reference to where additional information, including the actual application being filed with the County, can be obtained regarding the proposed project. Advertisements in local newspapers and at least one community meeting are also required.

#### **§153.12 Liability Insurance**

The owner or operator of the WECS shall maintain a current general liability policy covering bodily injury and property damage with limits of at least ten million dollars (\$10,000,000) per occurrence and fifty million dollars (\$50,000,000) in the aggregate, with an annual certificate of insurance being provided to the County, with the County being added as an additional insured with the designation of primary and non-contributory. Upon written notice, applicant shall promptly increase such liability insurance if such amount is increased in this Ordinance. The applicant shall provide evidence of such increased insurance to the County. Insurance coverage shall be maintained without

interruption from the date of permitting through the decommissioning of all wind turbines. Certificates of insurance acceptable to the County and in compliance with this section shall be filed with the County prior to the commencement of any work on the WECS and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required under this section shall contain a provision that coverages afforded under the policies shall not be cancelled or allowed to expire until at least sixty (60) days written notice has been given to the County. Applicant shall also, to the fullest extent permitted by law, defend with counsel acceptable to the County, indemnify, and hold the County, its employees, Board Members and agents harmless for any action due to or arising out of the construction, maintenance, decommissioning, deconstruction and/or operation of the WECS, including the payment of any attorney's fees and costs arising out of any action due to or arising out of the construction, maintenance and/or operation of the WECS.

**§153.13 Decommissioning and Site Reclamation Plan Requirement**

At the time of the Special Use application, the County and the applicant, owner, and/or operator must submit a decommissioning and site reclamation plan to ensure that the WECS project is properly decommissioned. The decommissioning and site reclamation plan shall be binding upon all successors of title to the land. A signed decommissioning and site reclamation plan must be submitted to the County with any application for a WECS Special Use Permit.

The applicant or subsequent project operator shall ensure that the WECS facilities are properly decommissioned within twelve (12) months of the end of the project life or the abandonment of the facility. The applicant or subsequent project operator's obligations shall include removal of all equipment and physical materials (concrete, rebar, etc., but excluding fill), negotiated by the landowner with a minimum equal to the amount set in the signed AIMA agreement, and the restoration of the area as near as practicable to the same condition prior to construction.

- (A) A decommissioning and site reclamation plan shall be prepared by an independent Illinois Certified Professional Engineer, who is hired by the County and paid for by the Applicant and shall include:



- (1) Provisions describing the triggering events for decommissioning the WECS project;
- (2) A description of the methodology and cost to remove all above ground and below ground WECS facilities of the approved Special Use Permit;
- (3) Provisions for the removal of all above ground and below ground WECS facilities of the approved Special Use Permit;
- (4) Methodology and cost to restore all areas used for construction, operation, and access to a condition equivalent to the land prior to the WECS construction;
- (5) A work schedule and a permit list necessary to accomplish the required work;
- (6) Methodology to identify and manage any hazardous or special materials;
- (7) Proof that the necessary amount and form of financial security has been received by the County. The amount of financial security shall be equal to the positive difference between the total cost of all decommissioning and restoration work and the net salvage value of all removed WECS equipment or materials, plus a twenty-percent contingency. To determine that amount, the WECS owner and the County Board shall jointly:
  - (a) Obtain bid specifications provided by a professional structural engineer;
  - (b) Request estimates from construction/demolition companies capable of completing the decommissioning of the WECS project and an independent engineer of the County's choosing; the County will review all estimates and make a recommendation to the County Board for an acceptable estimate. The County reserves the right to pursue other estimates;
  - (c) Certification of the selected estimate by a professional structural engineer. All costs to secure the estimates will be funded by the WECS owner.

- (8) A provision that the terms of the decommissioning plan shall be binding upon the WECS owner or operator and any of their successors, assigns, or heirs;
  - (9) Confirmation by affidavit that the obligation to decommission the WECS facilities is included in the lease agreement for every parcel included in the Special Use application. A list of all landowners should be kept current and affidavits shall be secured from future WECS owners and landowners stating their financial understanding;
  - (10) A provision that allows the County to have legal right to transfer applicable WECS material to salvage firms;
  - (11) Identification of and procedures for the County to access the financial assurances; and
  - (12) A provision that the County shall have access to the site, pursuant to reasonable notice to affect or complete decommissioning. A portion of the escrow account will be required to be held for one (1) year past the decommissioning to settle any potential disputes.
- (B) Provisions triggering the decommissioning of any portion of the WECS project due to abandonment:
- (1) Inactive construction for twelve (12) consecutive months or if there is a delay in obtaining electrical certification for twelve (12) consecutive months, unless a signed document is provided by the utility company claiming responsibility for the delay.
  - (2) If no electricity is generated by an individual turbine or the entire project for twelve (12) consecutive months after electricity is initially generated, unless proof is provided that new parts have been ordered and will be received within six (6) months. The County and/or its designee shall have access to records in order to determine the electric generation of every turbine.
  - (3) The company dissolves or terminates the project.

- (4) The principal company dissolves or any of the turbines fall into disrepair, is in threat of collapsing or creating any other health and safety problem.
- (C) Provisions for the removal of structures, debris, and cabling; both above and below the soil surface:
- (1) Items required to be removed include, but are not limited to: turbines; transformers; foundation pads; electrical collection systems and transporters; underground cables; fencing; access roads and culverts. A landowner must sign an agreement if they wish for the access roads or culverts to remain.
- (D) Provisions for the restoration of soil and vegetation:
- (1) All affected areas shall be inspected, thoroughly cleaned, and all construction related debris shall be removed.
- (2) Items required to be restored include but are not limited to: windbreaks; waterways; site grading; drainage tile systems; and, topsoil to former productive levels.
- (a) In work areas involving decommission from expansion of turbine crane pads, widening access roads, or any other work areas, the topsoil must be first removed, identified, and stored separate from other excavated material for later replacement as applicable.
- (b) The below-surface excavation area shall be filled with clean sub-grade material of similar quality to that in the immediate surrounding area.
- (c) All sub-grade material will be compacted to a density similar to surrounding grade material.
- (d) All unexcavated areas compacted by equipment used in decommissioning shall be de-compacted in a manner that adequately restores the topsoil and sub-grade material to the proper density consistent and comparable with the surrounding area.
- (e) Where possible, the topsoil shall be replaced to its original depth and surface contours.



- (f) Any topsoil deficiency and trench settling shall be mitigated with imported topsoil that is consistent with the quality of the effective site.
  - (3) Disturbed areas shall be reseeded to promote re-vegetation of the area to a condition reasonably similar to the original condition. A reasonable amount of wear and tear is acceptable.
  - (4) Restoration measurements shall include: leveling, terracing, mulching, and other necessary steps to prevent soil erosion; to ensure establishment of suitable grasses and forbs; and to control noxious weeds and pests.
  - (5) Items required to be repaired after decommissioning include but are not limited to: roads; bridges; and culverts.
  - (6) A qualified independent drainage contractor shall be present to ensure drainage tiles, waterways, culverts, etc. are repaired as work progresses.
  - (7) All stormwater management, floodplain, and other surface water codes and ordinances shall be followed.
- (E) Estimating the Costs of Decommissioning:
- (1) Costs shall include but not be limited to engineering fees, legal fees, accounting fees, insurance costs, decommissioning, and site restoration.
  - (2) When factoring the WECS salvage value into decommissioning costs, the authorized salvage value may be deducted from decommissioning costs if the following standards are met:
    - (a) The net salvage value shall be based on the average salvage price of the past five (5) consecutive years, this includes any devaluation costs.
    - (b) The maximum allowable credit for the salvage value of any WECS shall be no more than the estimated decommissioning costs of removal of the above ground portions of that individual WECS or up to fifty percent (50%) of the total estimated decommissioning costs, whichever is greater.

- (3) Adjustments to the financial assurance amount that reflect changes in the decommissioning costs and salvage values shall be resubmitted every five (5) years at Applicant's cost and shall be adjusted for inflation and other factors. The escrow account shall be adjusted accordingly within six (6) months of receiving the updated information as determined by an Illinois professional engineer hired by the County—and paid for by the Owner/Operator. Failure to provide financial assurance as outlined herein shall be considered a cessation of operation.
  - (4) When determining salvage values – demolition costs, transportation costs, and road permits shall be a consideration.
  - (5) If salvage value items are removed prior to decommissioning, then the escrow account must be credited.
- (F) Financial Assurance:
- (1) The County shall have access to the decommissioning fund if:
    - (a) The WECS operator fails to address a health and safety issue in a timely manner; or
    - (b) The WECS operator fails to decommission the abandoned turbine(s) or the entire WECS project in accordance with the decommissioning and site reclamation plan.
  - (2) The applicant and/or WECS owner shall grant perfected security in the escrow account by use of a control agreement establishing the County as an owner of record pursuant to the Secured Transit Article of the Uniform Commercial Code, 810 ILCS 9/101 *et seq.*

- (3) The escrow agent shall release the decommissioning funds when the WECS owner or operator has demonstrated and the County concurs that decommissioning has been satisfactorily completed, or upon written approval of the County to implement the decommissioning plan. Ten percent of the fund shall be retained one (1) year past the decommissioning date to settle any outstanding concerns.
- (4) Any interest accrued on the escrow account that is over and above the total value as determined by the Illinois professional structural engineer shall go to the WECS owner.
- (5) The applicant shall identify procedures for the County to assess the financial assurances, particularly if it is determined that there is a health and/or safety issue with the WECS and the principal company fails to adequately respond as determined by the County.
- (6) The applicant shall agree that the sale, assignment in fact or at law, or other transfer of the applicant's financial interest in the WECS shall in no way affect or change the applicant's obligation to continue to comply with the terms, covenants, and obligations of this agreement and agrees to assume all reclamation liability and responsibility.
- (7) The County and its authorized representatives have the right of entry onto the WECS premises for the purpose of inspecting the methods of reclamation or for performing actual reclamation if necessary.
- (G) Effective upon decommissioning, reclamation, vacation and extinguishment, title to any rights in the participating properties shall automatically revert to and be reconveyed to the participating landowner, and owner/operator shall have no further rights, title, interests, benefits and/or liability with respect to such property.



- (H) To the extent that the WECS facility is not removed by the Owner/Operator and the Financial Assurance is found to be insufficient to cover the costs of the decommissioning, the participating property owner is responsible for decommissioning any portion of the WECS facility on the participating property. If the participating property owner fails to complete the decommissioning within six (6) months after notice from the County, the participating property owner agrees to allow the County access to the property to perform the decommissioning, and the participating property owner shall be liable to the County for all decommissioning costs incurred by the County.

**§153.14 Remedies**

- (A) The applicant's, owner's, or operator's failure to materially comply with any of the above provisions shall constitute a default under this Ordinance.
- (B) Prior to implementation of the existing County procedures for the resolution of such default(s), the appropriate County body or representative shall first provide written notice to the owner and operator, setting forth the alleged default(s). Such written notice shall provide the owner and operator a reasonable time period, not to exceed sixty (60) days, for good faith negotiations to resolve the alleged default(s).
- (C) If the County determines in its sole discretion, that the parties cannot resolve the alleged default(s) within the good faith negotiation period, the existing County ordinance provisions addressing the resolution of such default(s) shall govern and the County shall be entitled to take any other action permitted at law or in equity.

**§153.15 Future Operators**

Future operators, Participating Property owners, successors, assignees, or heirs shall agree in writing to accept and to conform to all provisions of the Special Use Permit. Prior notice to the County of the intent to sell or transfer ownership of the WECS project shall be done in a timely manner. Such agreement shall be filed with and accepted by the County before the transfer to a new operator, successor, assignees, or heirs shall be effective.

**§153.16 Severability**

In the event any term or provision of this Ordinance shall be held, illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Ordinance shall not be affected thereby and shall remain valid and in full force and effect.

**§153.17 Fees Charged For Building Permit**

- (A) The fees for processing of the building permit applications for a WECS shall be \$25 per foot of total height (including blades) for each turbine and paid to the County upon the filing of the building permit application.
- (B) WECS are permitted only in the A-1 and A-2 zoning districts by special use upon approval by the County Board.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

\_\_\_\_\_  
Chairman  
Tazewell County Board

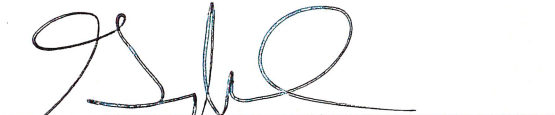
ATTEST:

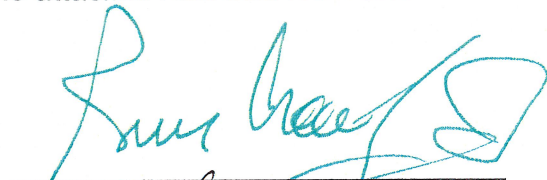
\_\_\_\_\_  
County Clerk  
Tazewell County, Illinois

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

  
 \_\_\_\_\_  
 Roy T. Paget  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 \_\_\_\_\_  
 Paul Hayes  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

ADOPTED this 22nd day of February, 2023.

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Board Chairman





Is this project a bondable capital improvement?

Yes  No

Resolution Type	Resolution Number	Section Number
Original	T-23-03	23-00018-06-RS

BE IT RESOLVED, by the Board of the County of Tazewell

Governing Body Type Local Public Agency Type Name of Local Public Agency Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Washington Rd.	5.285	FAS 367/CH 3	City of Washington	US 150

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Resurfacing and HMA Shoulder Patches

2. That there is hereby appropriated the sum of Three Million Four Hundred Thousand and 00/100

Dollars ( \$3,400,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, John C. Ackerman County County Clerk in and for said County

of Tazewell in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Tazewell at a meeting held on February 22, 2023

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

(SEAL)

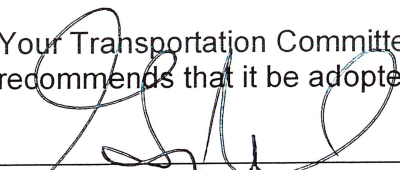
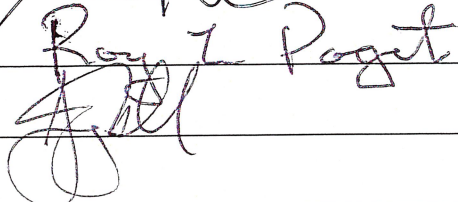
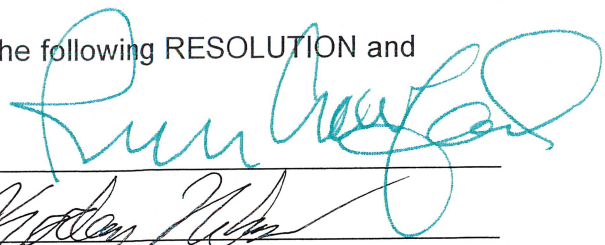
Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

  
 \_\_\_\_\_  
 Roy L. Paget  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 Nancy M. Proehl  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids for one (1) new Tandem Axle Truck including 15' dump body, hoist, hydraulics, wing plow and pre-wet system installed and;

**WHEREAS**, subject to the approval of the County Board and review by the County Engineer, accepted the low bid of Truck Centers, Inc., in the amount of \$229,834.00 for a new 2024 Western Star 49X tandem axle truck with equipment as specified, to be paid from County Highway Tax Funds, Highway Equipment, Account Number 211-400-5559.

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

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

ADOPTED THIS 22nd DAY OF FEBRUARY, 2023

ATTEST:

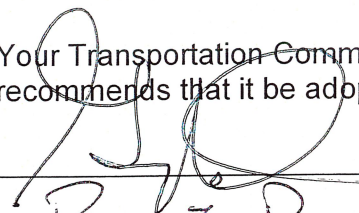
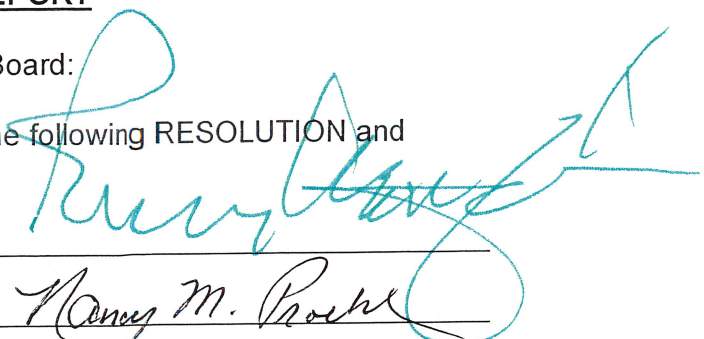
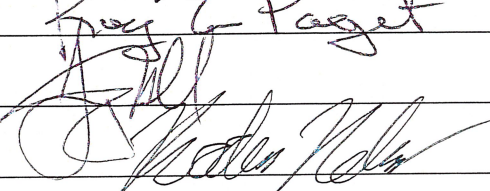
\_\_\_\_\_  
TAZEWELL COUNTY CLERK

\_\_\_\_\_  
TAZEWELL COUNTY BOARD CHAIRMAN

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

	
_____	_____
<i>Greg Z. Paget</i>	<i>Nancy M. Proctor</i>
_____	_____
	_____
_____	_____

**RESOLUTION**

**WHEREAS**, the Transportation Committee received bids for one (1) new Low Boy Trailer with equipment as specified and;

**WHEREAS**, subject to the approval of the County Board and review by the County Engineer, accepted the low bid of Martin Equipment, in the amount of \$44,880.00 for a new 2023 Talbert 35CC HRG low boy trailer with equipment as specified, to be paid from County Highway Tax Funds, Highway Equipment, Account Number 211-400-5559.

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

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

ADOPTED THIS 22nd DAY OF FEBRUARY, 2023

ATTEST:

\_\_\_\_\_  
TAZEWELL COUNTY CLERK

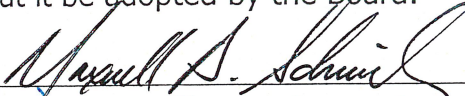
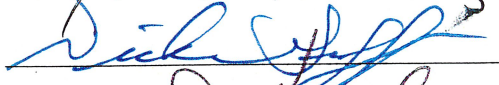
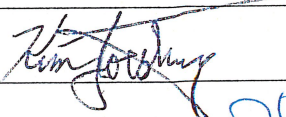

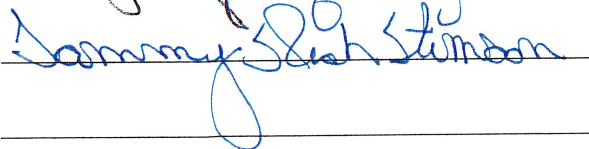
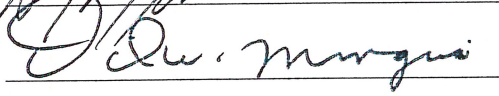
\_\_\_\_\_  
TAZEWELL COUNTY BOARD CHAIRMAN



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	
	
	_____

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to approve replacement of Roof Top Units HVAC units (Unit 5 and Unit 8) at the Justice Center; and

WHEREAS, the recommendation is to approve the lowest responsible bid received from Standard Heating & Cooling; and

WHEREAS, the cost for this project is not to exceed \$167,955.

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

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

Tazewell County – Justice Center  
 Two Rooftop HVAC Units – (1) 15-Ton and (1) 25-Ton Package Unit  
**Project # 2023-P-01**

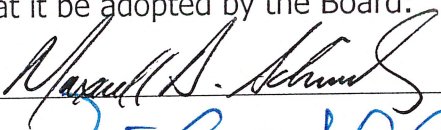
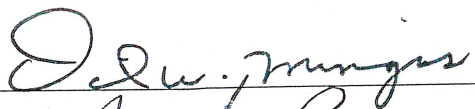

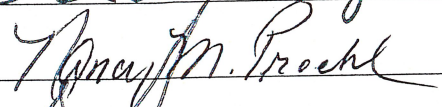
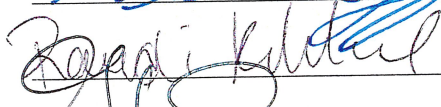
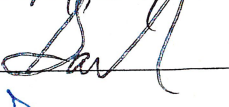

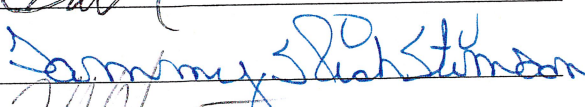
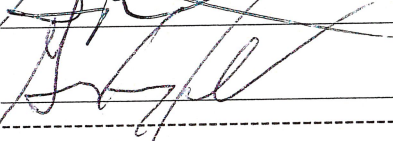
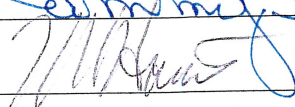
Bidder:	R&K Heating & Air	Henson Robinson Co	Mid Illinois Mechanical	Standard Heating & Cooling
Date/Time Received	1/26/23 11:30am	2/8/23 12:05pm	2/8/23 1:45pm	2/8/23 1:50pm
Base Bid including freight & start up	\$184,600; no gas reheat option listed	\$166,918; w/ gas reheat \$177,718	\$230,958; w/ gas reheat \$246,101	\$167,955 w/ gas reheat
Expected Delivery Date:	within one week of approval date	25 wks fm notice to proceed	25 weeks	25 wks fm receipt of approved submittals
Cash Discount	10%	N/A	N/A	1% in 15 days

**COMMITTEE REPORT**

F-23-14

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 probation upgrade fees revenue must be maintained in a separate fund per the Probation and Probation Officers Act (730 ILCS 110/15.1); and

WHEREAS, these funds have been maintained as a separate bank account in the General Fund in years past; and

WHEREAS, for FY 2023 the revenues and expenses were budgeted in a separate Probation Upgrade Fund, which improves tracking and allows the General Fund balance to more accurately reflect funds available for general County purposes; and

WHEREAS, the probation update fees account had an ending FY 2022 balance of \$518,182.09.

THEREFORE BE IT RESOLVED that the County Board approve transferring the ending FY 2022 probation upgrade fees ending cash account balance of \$518,182.09 from the General Fund to the Probation Upgrade Fund.

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

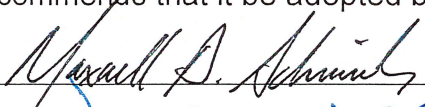
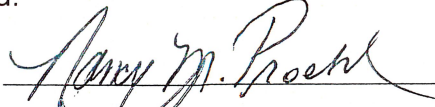
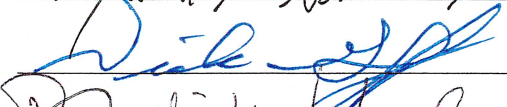
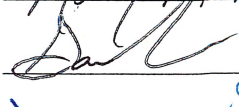
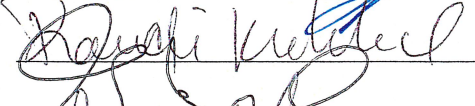
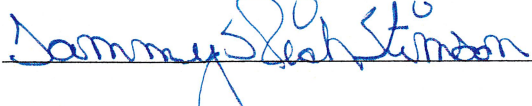
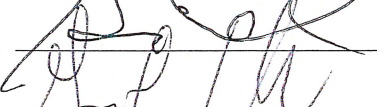
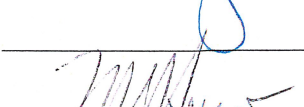
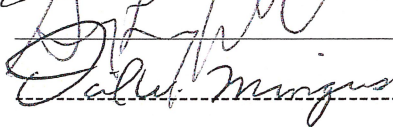
\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the amended service agreement with our current FSA provider, Employee Benefits Corporation (EBC), to administer the County's prior FSA plan year runout: and

WHEREAS, our previous FSA provider, North Coast Administrators, was acquired by another company (Benefit Resources Inc.) last year. Benefit Resources Inc. determined that all third party agreements made between NCA and our prior FSA provider are not binding. The County was informed that they would not manage our prior plan year runout on January 5, 2023; and

WHEREAS, the County has 27 participants that carried a FSA balance at the end of this year totaling \$9,073.50. EBC has agreed to administer the prior plan year runout at \$3.95 per person per month for a total of \$319.95.

THEREFORE BE IT RESOLVED the County Board approves the recommendation for Employee Benefits Corporation to administer the County's prior FSA plan year runout and for the Chairman to execute the necessary documents.

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

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:

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

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to create a position to serve as the Budget Director: and

WHEREAS, this position is a Grade 17 FLSA exempt position.

THEREFORE BE IT RESOLVED by the County Board that the County Administrator be authorized to hire a Budget Director.

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

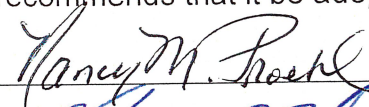
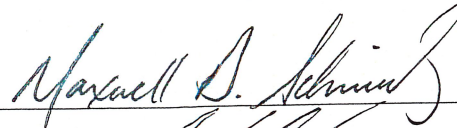
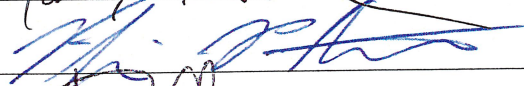

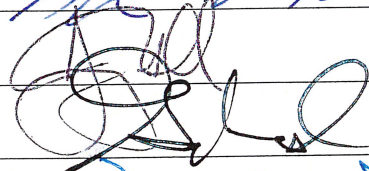
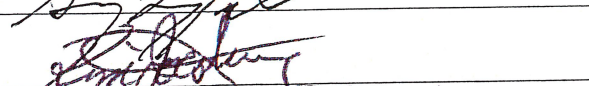
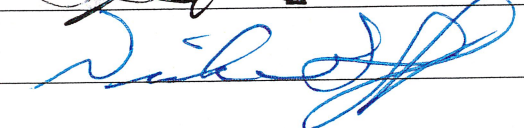
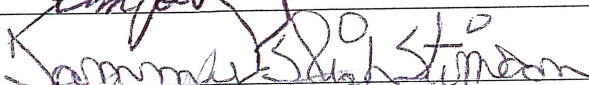
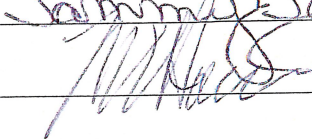
ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve a grant from the Illinois Public Risk Fund (IPRF) and the category selection recommendations for expenditures; and

WHEREAS, IPRF, the County's Worker's Compensation Provider, has awarded Tazewell County a New Business Safety Grant in the amount of \$4,097, which allows the County to choose from several categories and allocate funds accordingly; and

WHEREAS, the Human Resources Department would like to spend the funds in the following categories:

Training Safety Equipment & Supplies	\$1,000	Training & Education - 100-610-5400
AED's & Related Accessories	\$1,597	Medical Supplies - 100-630-5133
First Aid Kits & Supplies	\$1,000	Medical Supplies - 100-630-5133
Bleeding Control Kits	\$ 500	Medical Supplies - 100-630-5133

WHEREAS, it is recommended that the County Board authorize the recognition of an increase of available expenditure funds and revenues within the County Administration's and Building Administration's fiscal year 2023 budget as follows:

Revenues:

100-610-4120 - Other Grants:	\$1,000
100-630-4120 - Other Grants:	\$3,097

Expenditures:

100-610-5400 - Training & Education	\$1,000
100-630-5133 - Medical Supplies:	\$3,097

WHEREAS, this action does not represent an additional appropriation of funds by the County Board, it solely represents recognizing the increase of available expenditure funds



within the departments' budgets as a result of the awarded grant, as well as a corresponding increase in the revenue budget.

THEREFORE BE IT RESOLVED that the County Board approves the Illinois Public Risk Fund grant and the recommended expenditures.

BE IT FURTHER RESOLVED that the County Board authorizes the recognition of an increase of available expenditure funds and revenues as detailed in the recommendation.

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

Member Name: Tazewell County

Grant Amount: \$4097

## Work Site Safety – Personal Protection Equipment

PPE-1 – Hearing Protection	\$	<a href="#">View Details</a>
PPE-2 – Clothing, head/face, eye and hand protection	\$	<a href="#">View Details</a>
PPE-3 – Duty Belt Harness	\$	<a href="#">View Details</a>
PPE-4 – Yaktrax or other slip-on ice traction aids.	\$	<a href="#">View Details</a>
PPE-5 – Steel Toe & Slip Resistant Footwear	\$	<a href="#">View Details</a>
PPE-6 – Fire Suppression Turnout Gear	\$	<a href="#">View Details</a>
PPE-7 – Water and Ice Rescue Equipment	\$	<a href="#">View Details</a>
PPE-8 – Body Armor – Ballistic Vest	\$	<a href="#">View Details</a>
PPE-9 – Taser and Accessories	\$	<a href="#">View Details</a>
PPE-10 – Body-worn Cameras	\$	<a href="#">View Details</a>
PPE-11 – K-9 dogs (purchase only)	\$	<a href="#">View Details</a>
PPE-12 – Infection Control Supplies & Equipment	\$	<a href="#">View Details</a>
PPE-13 – Flashlights	\$	<a href="#">View Details</a>

PPE-14 - Work Site/Emergency Scene Decontamination Equipment and Supplies	\$	<a href="#">View Details</a>
PPE-15 - Over Shoes and Shoe Coverings for the prevention of slip and falls	\$	<a href="#">View Details</a>

## Work Site Safety – Tools & Equipment

WSTE-1 - Trench Boxes & Shoring Equipment	\$	<a href="#">View Details</a>
WSTE-2 - Confined Space Equipment Kits	\$	<a href="#">View Details</a>
WSTE-3 - Lock-out/Tag-out Equipment	\$	<a href="#">View Details</a>
WSTE-4 - Above Grade Fall Protection Equipment	\$	<a href="#">View Details</a>
WSTE-5 - Portable Radios, Fire-Pager's and related accessories	\$	<a href="#">View Details</a>
WSTE-6 - Vehicle Stop/Spike Strips	\$	<a href="#">View Details</a>
WSTE-7 - Police Tactical Equipment	\$	<a href="#">View Details</a>
WSTE-8 - Forcible Entry Kits for SWAT	\$	<a href="#">View Details</a>
WSTE-9 - Portable Conveyor Belt	\$	<a href="#">View Details</a>
WSTE-10 - Electronic Body Shields (police)	\$	<a href="#">View Details</a>
WSTE-11 Self-Contained Breathing Apparatus (SCBA's)	\$	<a href="#">View Details</a>
WSTE-12 Fire Hose Rollers	\$	<a href="#">View Details</a>



WSTE-13 Thermal Imaging Camera	\$	<a href="#">View Details</a>
WSTE-14 Sign Post Installation and Removal Equipment	\$	<a href="#">View Details</a>
WSTE-15 Back Pack Blowers	\$	<a href="#">View Details</a>
WSTE-16 Sewer/Water Camera and Sonar Systems	\$	<a href="#">View Details</a>
WSTE-17 Hazardous Environment Monitoring & Ventilation Equipment	\$	<a href="#">View Details</a>
WSTE-18 Cylinder Lifting Equipment	\$	<a href="#">View Details</a>
WSTE-19 Portable Cranes or Lifts	\$	<a href="#">View Details</a>
WSTE-20 Multipurpose Utility Carts and Dollies	\$	<a href="#">View Details</a>
WSTE-21 Manhole Cover and Lifting Equipment	\$	<a href="#">View Details</a>
WSTE-22 Night time Balloon Lighting or Light Tower	\$	<a href="#">View Details</a>
WSTE-23 Sandbagging Devices and Equipment	\$	<a href="#">View Details</a>
WSTE-24 - Ladders – Safety ladders	\$	<a href="#">View Details</a>
WSTE-25 – Snow Removal Equipment	\$	<a href="#">View Details</a>
WSTE-26 - Barricades & Barriers for Worksite	\$	<a href="#">View Details</a>
WSTE-27 – Animal Control Equipment	\$	<a href="#">View Details</a>

WSTE-28 - Tree Trimming/Removal Protective Equipment & Tools	\$	<a href="#">View Details</a>
WSTE-29 - Hydraulic Rescue Tools & Equipment	\$	<a href="#">View Details</a>
WSTE-30 - Personnel Accountability & Pre-Planning Software	\$	<a href="#">View Details</a>
WSTE-31 - Public Safety Drones	\$	<a href="#">View Details</a>
WSTE-32 - First Responders Incident Command Boards	\$	<a href="#">View Details</a>

## Vehicles – Safety Accessories and Equipment

VS-1 - Tool & Equipment Mounting Systems	\$	<a href="#">View Details</a>
VS-2 - Vehicle Storage Trays, Boxes, and Cargo Bed Extenders	\$	<a href="#">View Details</a>
VS-3 - Vehicle Partitions & Shields	\$	<a href="#">View Details</a>
VS-4 - Vehicle Push Bars & Grills	\$	<a href="#">View Details</a>
VS-5 - Dashboard Cameras	\$	<a href="#">View Details</a>
VS-6 - Utility Four Wheel Drive Vehicles	\$	<a href="#">View Details</a>
VS-7 - Hydraulic Lift Gates for Vehicles	\$	<a href="#">View Details</a>
VS-8 - Mobile In-Vehicle Computers	\$	<a href="#">View Details</a>
VS-9 - Vehicle Back-Up Cameras	\$	<a href="#">View Details</a>

VS-10 - Emergency and Utility Vehicle Lighting (Within IDOT regulations)

\$

[View Details](#)

VS-11 - GPS Telematics & Tracking Systems

\$

[View Details](#)

---

## Traffic Control and Roadway Work Zone Equipment

TCRW-1 - Traffic Cones and Barrels

\$

[View Details](#)

TCRW-2 - Work Zone Signs

\$

[View Details](#)

TCRW-3 - Roadway or Electronic Message Boards

\$

[View Details](#)

TCRW-4 - Roll-up Arrow Boards

\$

[View Details](#)

TCRW-5 - Traffic Safety Lighted Gloves

\$

[View Details](#)

TCRW-6 - Traffic or Crowd Control Barricades

\$

[View Details](#)

TCRW-7 - Vehicle Emergency and Safety Lighting

\$

[View Details](#)

---

## Handi-capped / Patient Lifting Equipment

PLE-1 - Patient Lifting/Changing Tables

\$

[View Details](#)

PLE-2 - Soft Stretcher for Moving Patients

\$

[View Details](#)

PLE-3 - EZ Lift Rescue/Backboard and Immobilizer System

\$

[View Details](#)

PLE-4 - Handicapped Lifting Chair and Equipment

\$

[View Details](#)



PLE-5 - Stryker Pro-Stair	\$	<a href="#">View Details</a>
PLE-6 - Stryker Power Cot	\$	<a href="#">View Details</a>
PLE-7 - Stryker power Load	\$	<a href="#">View Details</a>
PLE-8 - Wheel Chair Lift for Vehicles	\$	<a href="#">View Details</a>
PLE-9 - Ferno 59T EZ Glide Chair with Tracks	\$	<a href="#">View Details</a>
PLE-10 - Ferno POWERTraxx Stair Chair	\$	<a href="#">View Details</a>
PLE-11 - Ferno POWERFLEXX with Stat Trac	\$	<a href="#">View Details</a>
PLE-12 - Ferno INJX™ Integrated Patient Transport and Loading System	\$	<a href="#">View Details</a>
PLE-13 - Advance Tactical Cart (rescue litter) (ATC)	\$	<a href="#">View Details</a>
PLE-14 Wheelchair Restraining System for Transportation Vehicles	\$	<a href="#">View Details</a>

## Safety and Wellness Training

SWT-1 - Loss Prevention/Education Training	\$	<a href="#">View Details</a>
SWT-2 - Flame -Sim Interactive Training	\$	<a href="#">View Details</a>
SWT-3 - Beyond the Cones	\$	<a href="#">View Details</a>
SWT-4 - Skid Car Training System	\$	<a href="#">View Details</a>
SWT-5 - Lexipol Services	\$	<a href="#">View Details</a>

SWT-6 - Physical Fitness/Essential Function Testing/Injury Prevention/Recovery Program	\$	<a href="#">View Details</a>
SWT-7 - Cardio Fitness Equipment	\$	<a href="#">View Details</a>
SWT-8 - Training Safety Equipment & Supplies	\$ 1000	<a href="#">View Details</a>
SWT-9 - Audio/Visual Training Equipment	\$	<a href="#">View Details</a>
SWT-10 - CIRSA Training Store	\$	<a href="#">View Details</a>
SWT-11 - Blue Card (Command Training and Certification)	\$	<a href="#">View Details</a>
SWT-12 - CALEA - Public Safety Solution	\$	<a href="#">View Details</a>
SWT-13 - Target Solutions (Training Management)	\$	<a href="#">View Details</a>
SWT-14 - LocalGovU (Safety training programs)	\$	<a href="#">View Details</a>

## Building /Property Safety & Ergonomic Equipment

BSEE-1 - Building Surveillance & Safety Management Systems	\$	<a href="#">View Details</a>
BSEE-2 - Access Control with uninterrupted Power Supply Systems	\$	<a href="#">View Details</a>
BSEE-3 - Ride-on Floor Scrubber	\$	<a href="#">View Details</a>
BSEE-4 - Vehicle Exhaust Removal Systems	\$	<a href="#">View Details</a>
BSEE-5 - Floor Mat Service	\$	<a href="#">View Details</a>

BSEE-6 - Bleacher Power Lift Equipment	\$	<a href="#">View Details</a>
BSEE-7 - AED's & Related Accessories	\$ 1597	<a href="#">View Details</a>
BSEE-8 - Eyewash and Shower Safety Station	\$	<a href="#">View Details</a>
BSEE-9 - First Aid Kits & Supplies	\$ 1000	<a href="#">View Details</a>
BSEE-10 - Hydraulic Dolly and Jacks for Moving Office Equipment	\$	<a href="#">View Details</a>
BSEE-11 - Multi-purpose Transporting/Lifting Carts	\$	<a href="#">View Details</a>
BSEE-12 - Ergonomic Office Equipment & Accessories	\$	<a href="#">View Details</a>
BSEE-13 - Slip Resistant Floor Coatings	\$	<a href="#">View Details</a>
BSEE-14 - Turnout Gear Washer/Extractor	\$	<a href="#">View Details</a>
BSEE-15 - Turnout Gear Dryer	\$	<a href="#">View Details</a>
BSEE-16 - Overhead Door Safety Sensors	\$	<a href="#">View Details</a>
BSEE-17 - Fire Extinguishers	\$	<a href="#">View Details</a>
BSEE-18 - Ultrasonic Cleaning Systems	\$	<a href="#">View Details</a>
BSEE-19 - Electric/Hydraulic Scissor lifts	\$	<a href="#">View Details</a>
BSEE-20 - NightLock LockDown (Door barricade device)	\$	<a href="#">View Details</a>
BSEE-21 - Body Temperature Screening Kiosks	\$	<a href="#">View Details</a>

BSEE-22 – Slip Resistant Stair Coverings with Luminescent outlines

\$

[View Details](#)

BSEE-23 – Fall Protection Systems (railings, barriers, roof edge protection and fall prevention)

\$

[View Details](#)

BSEE-24 – Bleeding Control Kit

\$ 500

[View Details](#)

Amount Entered: \$4097.00

Amount Available: \$0.00

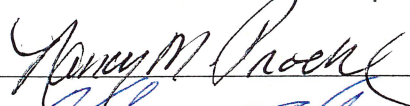
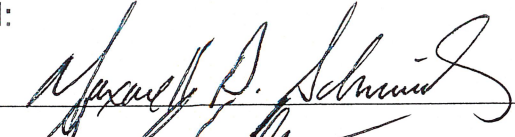
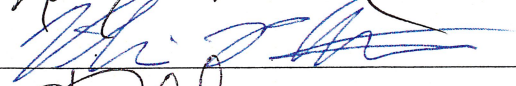
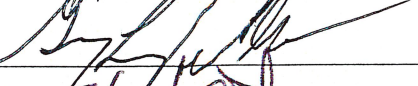
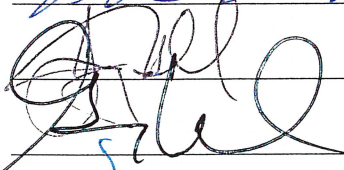
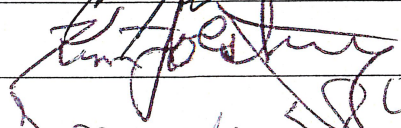
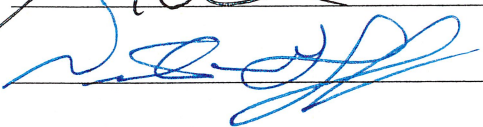

**Submit**



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

-----

**RESOLUTION**

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the worker's compensation settlement case WC-23-01; and

WHEREAS, the attorney for the County's Worker's Compensation Third Party Administrator has recommended the settlement of WC-23-01 to the Risk Management Committee for an amount not to exceed \$65,000.

THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-23-01 based upon the terms and authorizes the County Board Chairman to execute all documents related to this settlement.

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

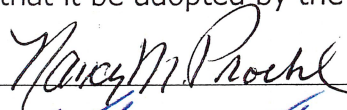


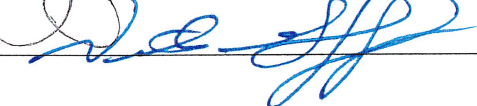
\_\_\_\_\_  
Tazewell County Clerk

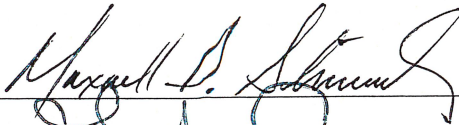
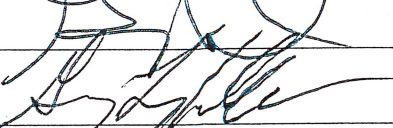

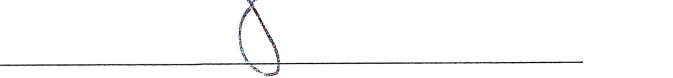
\_\_\_\_\_  
Tazewell County Board Chairman

**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 approve the attached agreement with Voltus, Inc.; and

WHEREAS, this agreement would put us "on call" if the energy grid is nearing a brownout situation and operate the McKenzie Building, the Courthouse and the Justice Center on our generators for up to four hours in any day requested; and

WHEREAS, the County would be paid for helping to prevent a brownout.

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

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

PASSED THIS 22<sup>nd</sup> OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman





## Distributed Energy Resource Agreement

This Distributed Energy Resource Agreement ("Agreement"), effective as of the later signature date ("Effective Date"), is made between Voltus, Inc. ("Voltus" and "Party"), located at 2443 Fillmore St. #380-3427, San Francisco, CA 94115, and Tazewell County ("Customer" and "Party"), located at 11 South 4th Street, Suite 432. Any Exhibit or Appendix attached hereto shall be incorporated herein by reference and be binding on the Parties.

1. **Term.** This Agreement will start on the Effective Date and shall terminate on May 31, 2025. If, for any reason, Customer is not enrolled in a distributed energy resource program ("Program") within the initial six (6) months following the Effective Date, this Agreement shall automatically be terminated on such six (6) month anniversary of the Effective Date.
2. **Voltus Managed Services**
  - a. *Scope of Services:* Voltus will manage Customer's participation in the Program(s) listed on Exhibit 1, in accordance with rules set forth by Voltus, the grid operator, and/or utility ("Operator") as provided in Exhibit 2. Voltus will (i) work with Customer to develop an appropriate curtailment plan; (ii) manage all aspects of Customer's participation in the Program(s) and (iii) process all Program financial settlements in accordance with the rules set forth by the Operator. Voltus shall enroll Customer as soon as practicable in the next Program period for each Program following the Effective Date.
  - b. *Voltlet and VoltApp:* Upon Customer's authorization, Voltus will equip Customer with a system that collects energy data ("Voltlet") and provides visibility of this data through the Voltus cloud ("VoltApp"). At the Customer's request, such system may enable remote distributed generation control and direct load management. Voltus will install the system at each Customer facility as identified on Exhibit 1, which may be amended with the Customer's written consent, including email, to reflect additional locations. All energy data that identifies Customer ("Customer Energy Data") collected by the Voltlet shall be at all times the property of Customer and may not be sold or utilized by Voltus without the express written consent of Customer, except as necessary for the performance of services by Voltus pursuant to the terms of this Agreement. Upon written request by Customer at the termination of this Agreement, Voltus shall provide to Customer all Customer Energy Data collected by the Voltlet and shall destroy or delete any duplicate copies thereof in the possession of Voltus. Customer may access and download its Customer Energy Data at any time during the term of this Agreement. Notwithstanding the foregoing, Voltus may aggregate and anonymize energy data collected pursuant to this Agreement and create anonymized and aggregated data records that do not identify Customer ("Aggregate Data") and Voltus may use such Aggregate Data for any legitimate business purpose.
3. **Customer Requirements**
  - a. *Utility Data:* Customer hereby authorizes utility data access for Voltus for facilities listed on Exhibit 1.
  - b. *Voltlet Installation:* In the event a Voltlet needs to be installed, Customer will provide Voltus personnel, or their designee, with access to meters and/or equipment at facilities listed on Exhibit 1. The Voltlets shall be installed at the sole and exclusive expense of Voltus. Title to the installed Voltlets shall pass to Customer upon installation. Repairs and maintenance to the installed Voltlets shall be made by Voltus at no cost to Customer during the term of this Agreement.
  - c. *Acceptance Testing:* If the Program requires acceptance testing, Customer will work with Voltus to validate Customer capability at each facility in a timely manner.
  - d. *Performance:* Customer will use best efforts to execute its curtailment plan when notified by Voltus in accordance with Program rules. The capacity listed on Exhibit 1 represents the Parties' best estimate of performance and actual enrollment may vary.
4. **Payments**
  - a. *LMR Capacity Payments:* The payment rate for participation in the MISO Load Modifying Resource ("LMR") Program for the Program periods 2023-24 and 2024-25 shall be \$33,000 per megawatt (MW) per year owing to Customer's performance, less \$350 per Voltlet per month.
  - b. *Additional Capacity Payments:* Voltus will pay Customer 63% of all payments obtained by Voltus owing to Customer's performance in the MISO Operating Reserves ("OR") and Economic Demand Response ("DR") Programs, up to the total enrolled amount, by facility.
  - c. *Energy Payments:* If Voltus is dispatched by MISO for the Energy Demand Response ("EDR") Program and Customer is enrolled in such Program, Voltus will pay Customer \$2,000 per MWh to Customer's performance by facility.
  - d. *Underperformance:* By complying herewith, in no event shall Customer be penalized for underperformance.
  - e. *Payment Timing:* Voltus will issue Customer payment within 45 days of Voltus's receipt of payment from the Operator for (i) each Program season if the Program has a fixed season, or (ii) the preceding quarter. In the event this Agreement is terminated early, Voltus's payment obligations in this Section 4 for participation through the last day of the term of this Agreement shall survive such early termination of this Agreement.
5. **General Terms**
  - a. *Limitation on Liability:* Voltus is not liable for Customer performance in the Program(s). Each party's aggregate liability for all direct damages arising out of this Agreement, whether in contract, tort, or otherwise, shall in no event exceed an amount equal to the sum of the payments made to Customer pursuant to Section 4 in the twelve (12) months preceding the event giving rise to such claim. Neither party shall be liable to the other party for any indirect, punitive, special, consequential, or incidental damages, lost profit, or other business interruption damages.
  - b. *Indemnification:* Voltus shall defend, indemnify and hold harmless Customer against any and all damages, losses, liabilities, judgments, awards and costs as may be awarded by a court or agreed to in a final settlement (including reasonable attorneys' fees and expenses) (collectively "Loss") in any third-party claim, action, lawsuit, or proceeding (individually and collectively "Claim") arising out of an allegation that Voltus's grossly negligent, or intentional actions or omissions caused a Loss, provided however that Voltus's obligation to indemnify will not apply if Customer's actions or inactions were in any way a contributing factor to the Claim. Customer shall defend, indemnify and hold harmless Voltus against any Loss in any Claim arising out of an



allegation that Customer's grossly negligent, or intentional acts or omissions caused a Loss, provided however that Customer's obligation to indemnify will not apply if Voltus's actions or inactions were in any way a contributing factor to the Claim.

- c. *Program Changes.* In the event that Program rules materially change, the Parties shall enter into good faith negotiations to update the terms of the Agreement. In the event the Parties are unable to enter into a mutually agreeable amendment within 30 days of the effective date of a material Program rule change, this Agreement shall terminate on such 30<sup>th</sup> day. Payment obligations shall survive in accordance with Section 4(e) above.
- d. *Assignment:* Neither Party shall assign or transfer this Agreement, including pursuant to a change of control, without the other Party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed.
- e. *Termination for Material Breach:* Either Party may terminate this Agreement upon 10 days' prior written notice to the other Party if the other Party materially breaches the terms of this Agreement and fails to cure the breach within such 10-day period.
- f. *Entire Agreement:* This Agreement and applicable Exhibits shall constitute the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior and contemporaneous agreements or communications with respect to such subject matter. This Agreement may not be modified in any manner unless in writing signed by both Parties.
- g. *Venue & Governing Law:* Venue for any claims arising under this Agreement shall be in the Circuit Court of the county in which Customer's principal office is located. Illinois law shall apply to this Agreement.

**Voltus, Inc.**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Email: \_\_\_\_\_  
  
 Signature: \_\_\_\_\_

**Customer**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Email: \_\_\_\_\_  
  
 Signature: \_\_\_\_\_





Exhibit 1

Program Operator and Name	Utility Account Number	Address	City	State	Zip Code	Estimated Enrolled Capacity
MISO LMR/EDR	0432120171	11 South Fourth Street	Pekin	IL	61554	50
MISO LMR/EDR	4109289052	342 Court Street	Pekin	IL	61554	100
MISO LMR/EDR	6141434333	101 S. Capitol Street	Pekin	IL	61554	300
MISO LMR/EDR	9569812254	11 South Fourth Street	Pekin	IL	61554	50

**Midcontinent Independent System Operator (MISO) Program Requirements**

1. **Program Description.** The MISO demand response program compensates large electricity users for reducing consumption when the regional electrical grid is nearing the potential for a blackout. The MISO demand response program, which includes both the Load Modifying Resource (“LMR”) Program and the Emergency Demand Response (“EDR”) Program, is designed to help maintain reliable electricity across its 12-state region and the Canadian province of Manitoba. The link to program documentation can be found here: [MISO Program Link](#)

2. **Program Rules.** The terms of this Agreement will reflect MISO’s program terms and conditions which may be amended from time to time by MISO, the current terms of which are summarized below.

<i>Program Availability</i>	Demand response events may be called during the following “Seasonal Program Periods”):  June 1- August 31 (the “Summer Period”)  September 1 - November 30 (the “Fall Period”)  December 1 - February 28 (or 29 if applicable) (the “Winter Period”)  March 1 - May 31 (the “Spring Period”)  Customer may be enrolled in one or any combination of Seasonal Program Periods.
<i>Event Trigger</i>	Demand response events can be called when MISO reaches North American Reliability Council Emergency Alert 2 at which point MISO is allowed to dispatch demand response. MISO may also call the Program in anticipation of an emergency, before one is actually declared, but if a NERC Alert 2 is not declared at least 2 hours before the dispatch start time, the dispatch must be called off.
<i>Advanced Notification</i>	Customer is expected to reduce demand by the start of the demand response event and will be provided 6 hours advance notice. Voltus agrees to provide demand response event notification, and curtailment plan instructions, in the form of email and phone calls to Customer-designated personnel.
<i>Event Frequency &amp; Duration</i>	Demand response events last up to four (4) hours. The seasonal limit for dispatches are: 5 each in Summer Period and Winter Period, 3 each in Fall Period and Spring Period.

3. **Customer Performance.** For purposes of this Agreement, Performance during a Seasonal Program Period shall be defined as the average difference between the measured electricity demand (in kilowatts (kW)) and baseline electricity demand (in kW), calculated in accordance with Operator Program Rules, and as measured by electricity interval data supplied by Customer metering or the Voltlet in the event that one is installed and used at a site.



4. Fixed Price Allocation. If Customer receives an annual fixed price in the applicable Agreement, then the annual fixed price shall be applied proportionately across each Seasonal Program Period in accordance with the MISO Planning Resource Auction ("PRA") clearing price for each Seasonal Program Period. For example, if a customer's annual fixed price in their agreement is \$10,000 per megawatt (MW) per year, the payments would be calculated as follows:

Seasonal Program Period	MISO % Allocation of Annual PRA Clearing Price	Payment to Customer (based on 100% performance)
Summer	50%	\$5,000 per MW
Fall	15%	\$1,500 per MW
Winter	25%	\$2,500 per MW
Spring	10%	\$1,000 per MW

5. EDR Program Eligibility. If eligible, Customer shall be enrolled in the EDR Program in addition to the LMR Program, provided however, if Customer is ineligible to enroll in the EDR Program, "Program" as used in the Agreement shall refer only to the LMR Program.



Solutions  
v

About Us  
v

Developers

Insights  
v

Log in

Speak to an expert

< Return to contract home

# Midcontinent Independent System Operator (MISO) Load Modifying Resource (LMR) and Emergency Demand Response (EDR)



## 1. Program Description

## 2. Program Rules

Program Availability

Event Trigger

Advanced Notification

Event Frequency & Duration

# 1. Program Description

The MISO demand response program compensates large electricity users for reducing consumption when the regional electrical grid is nearing the potential for a blackout. The MISO demand response program, which includes both the Load Modifying Resource ("LMR") Program and the Emergency Demand Response ("EDR") Program, is designed to help maintain reliable electricity across its 12 state region and the Canadian province of Manitoba. The link to program documentation can be found here:

MISO Program Link



### 3. Customer Performance

### 4. EDR Program Eligibility.

## 2. Program Rules

The terms of this Agreement will reflect MISO's program terms and conditions which may be amended from time to time by MISO, the current terms of which are summarized below.

### Program Availability

Demand response events may be called from June 1-May 31 (excluding January-March).

### Event Trigger

Demand response events can be called when MISO reaches North American Reliability Council Emergency Alert 2 at which point MISO is allowed to dispatch demand response.

### Advanced Notification

Customer is expected to reduce demand by the start of the demand response event and will be provided 6 hours advance notice. Voltus agrees to provide demand response event notification, and curtailment plan instructions, in the form of email and phone calls to Customer-designated personnel.

### Event Frequency & Duration

Demand response events last four (4) hours. The annual limitation for number of dispatches is ten and the Program may not be dispatched more than once per day.

## 3. Customer Performance

For purposes of this Agreement, Performance shall be defined as the average difference between the measured electricity demand (in kilowatts (kW)) and baseline electricity demand (in kW), calculated in

accordance with Operator Program Rules, and as measured by electricity interval data supplied by Customer metering or the Voltlet in the event that one is installed and used at a site.

## 4. EDR Program Eligibility.


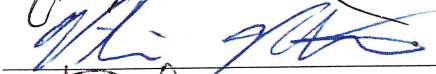
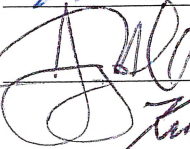
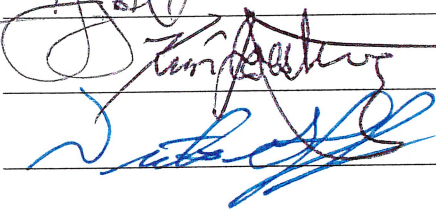
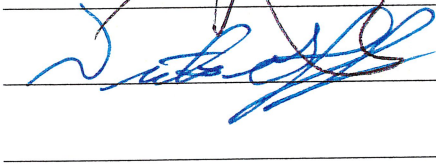
If eligible, Customer shall be enrolled in the EDR Program in addition to the LMR Program, provided however, if Customer is ineligible to enroll in the EDR Program, "Program" as used in the Agreement shall refer only to the LMR Program.


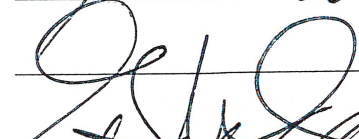
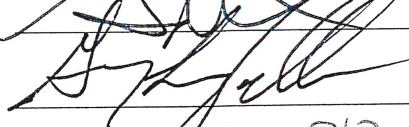
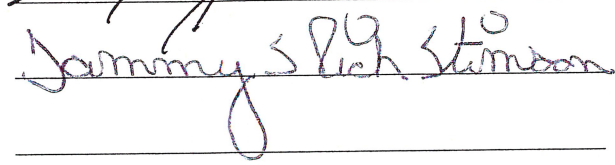


**COMMITTEE REPORT**

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 the contract with Axon Enterprises, Inc. with the Public Defender; and

WHEREAS, funds were approved for the Public Defender in the Software Line Item.

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 Public Defender and the Auditor of this action.

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman





**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-400256-44965.660ED

Issued: 02/08/2023

Quote Expiration: 02/28/2023

Estimated Contract Start Date: 02/15/2023

Account Number: 522351

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Tazewell County Public Defender 414 COURT ST PEKIN, IL 61554-7328 USA	Tazewell County (IL) Public Defender 414 Court Street Pekin, IL 61554 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Erin Dallas Phone: Email: edallas@axon.com Fax:	Luke Taylor Phone: 309-477-2232 Email: ltaylor@tazewell-il.gov Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$15,480.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$16,950.60</b>

**Discount Summary**

Average Savings Per Year	\$0.00
<b>TOTAL SAVINGS</b>	<b>\$0.00</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Jan 2023	\$3,096.00	\$294.12	\$3,390.12
Jan 2024	\$3,096.00	\$294.12	\$3,390.12
Jan 2025	\$3,096.00	\$294.12	\$3,390.12
Jan 2026	\$3,096.00	\$294.12	\$3,390.12
Jan 2027	\$3,096.00	\$294.12	\$3,390.12
<b>Total</b>	<b>\$15,480.00</b>	<b>\$1,470.60</b>	<b>\$16,950.60</b>

Quote Unbundled Price:	\$15,480.00
Quote List Price:	\$15,480.00
Quote Subtotal:	\$15,480.00

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Software</b>									
BasicLicense	Basic License Bundle	12	60		\$15.00	\$15.00	\$10,800.00	\$1,026.00	\$11,826.00
ProLicense	Pro License Bundle	2	60		\$39.00	\$39.00	\$4,680.00	\$444.60	\$5,124.60
<b>Total</b>							<b>\$15,480.00</b>	<b>\$1,470.60</b>	<b>\$16,950.60</b>

## Delivery Schedule

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	02/15/2023	02/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	12	02/15/2023	02/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6	02/15/2023	02/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	02/15/2023	02/14/2028

**Payment Details**

Jan 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	BasicLicense	Basic License Bundle	12	\$2,160.00	\$205.20	\$2,365.20
Year 1	ProLicense	Pro License Bundle	2	\$936.00	\$88.92	\$1,024.92
<b>Total</b>				<b>\$3,096.00</b>	<b>\$294.12</b>	<b>\$3,390.12</b>

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	BasicLicense	Basic License Bundle	12	\$2,160.00	\$205.20	\$2,365.20
Year 2	ProLicense	Pro License Bundle	2	\$936.00	\$88.92	\$1,024.92
<b>Total</b>				<b>\$3,096.00</b>	<b>\$294.12</b>	<b>\$3,390.12</b>

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BasicLicense	Basic License Bundle	12	\$2,160.00	\$205.20	\$2,365.20
Year 3	ProLicense	Pro License Bundle	2	\$936.00	\$88.92	\$1,024.92
<b>Total</b>				<b>\$3,096.00</b>	<b>\$294.12</b>	<b>\$3,390.12</b>

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BasicLicense	Basic License Bundle	12	\$2,160.00	\$205.20	\$2,365.20
Year 4	ProLicense	Pro License Bundle	2	\$936.00	\$88.92	\$1,024.92
<b>Total</b>				<b>\$3,096.00</b>	<b>\$294.12</b>	<b>\$3,390.12</b>

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	BasicLicense	Basic License Bundle	12	\$2,160.00	\$205.20	\$2,365.20
Year 5	ProLicense	Pro License Bundle	2	\$936.00	\$88.92	\$1,024.92
<b>Total</b>				<b>\$3,096.00</b>	<b>\$294.12</b>	<b>\$3,390.12</b>



Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

---

Date Signed

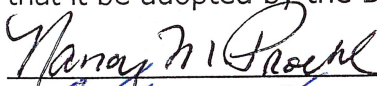
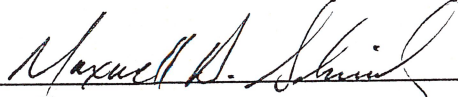


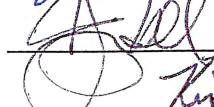

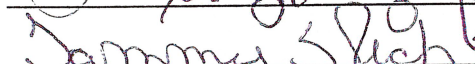
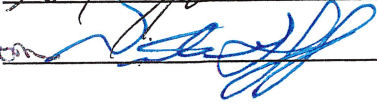
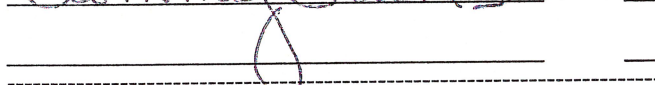
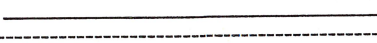
2/8/2023



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve payment related to the Community Development Block Grant Revolving Loan Closeout; and

WHEREAS, the payment process which meets DCEO and HUD requirements is as follows:

- invoice for services submitted for County Board consideration
- upon approval, DCEO will be advised by the Grant Consultant
- DCEO will release funds to Tazewell County and
- Tazewell County will pay the vendor

WHEREAS, this request for payment is for the activity delivery services for the CDBG RLF Closeout – Buildings - which is Grant #18-248591.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation for payment to the Greater Peoria Economic Development Council for services rendered per contractual agreement for 05-10-22 through 02-08-23 for invoice number CDBG#3-B in the amount of \$2,410.

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

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



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

# Invoice

Date	Invoice #
2/9/2023	CDBG #3-B

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

Due Date
3/2/2023

Description	Amount
Invoice for services rendered to activity delivery services CDBG RLF Closeout - Buildings, Grant # 18-248591, per contractual agreement, effective September 30, 2020  Date(s) 05/10/2022 - 02/08/2023	2,410.00
<b>Total</b>	<b>\$2,410.00</b>



## DETAIL SUMMARY

Greater Peoria Economic Development Council



February 9, 2023

Tazewell County  
11 S. Fourth St.  
Pekin, IL 61554

Invoice for services rendered to activity delivery services CDBG RLF Closeout - Buildings, Grant# 18-248591, per contractual agreement, effective September 30, 2020.

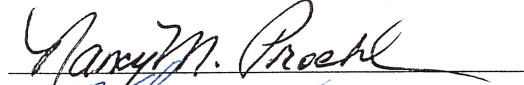
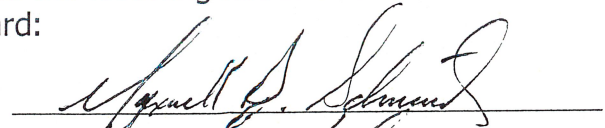

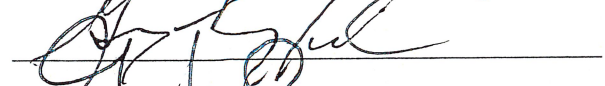


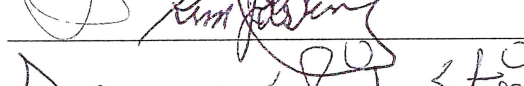
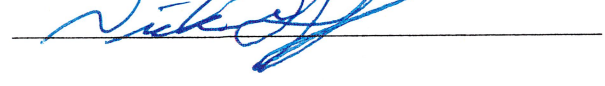
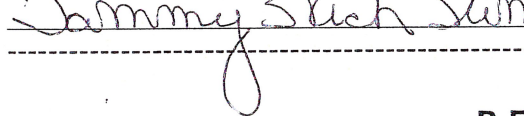
Total Contract Value:	\$24,100
Invoice this date:	\$2,410 (10% of total fee)
Due from previous invoices:	\$0
Amount invoiced to date:	\$10,845
Balance:	\$13,255

Project Activity	Date(s)	Amount
1. Discussed with grant agency current and anticipated project status; 2. Maintained contact with bidder regarding SAM registration status; 3. Preparation and submission of three quarterly reports and annual Sec. 3 report; 4. Continued management oversight, including guidance to grantee regarding handling of funds, payment of invoices, disbursement requirements; 5. Conducted all activities associated with preparing the construction contract documents for execution, including updating the federal prevailing wage determinations and explaining same to the contractor; 6. Communications and meeting with contractor regarding required certifications and Section 3 outreach and related responsibilities. 7. Communications with stakeholders regarding the project's status; 8. Prepared second modification request and submitted same to grant agency for moving funds among line items and extending term of grant one year. 9. Prepared for and conducted the mandatory pre-construction conference and submitted documents to DCEO. Met with 10. Prepared and submitted contract activity reports to DCEO and USDOL; 11. Miscellaneous other tasks appropriate for grant administration.	5/10/22 to 2/8/23	\$2,410.00
<b>Amount Due</b>		<b>\$2,410.00</b>

**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 Executive Committee recommends to the County Board to approve the formal appointment of Michael Deppert to the Tazewell County Board; and

WHEREAS, Michael Deppert will serve out the unexpired term in District 1 of Wayne Alt peter as prescribed by law.

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 Payroll of this action.

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

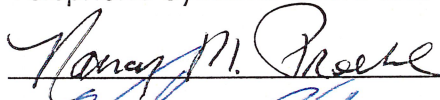
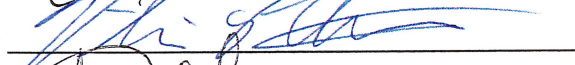
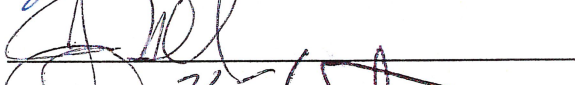
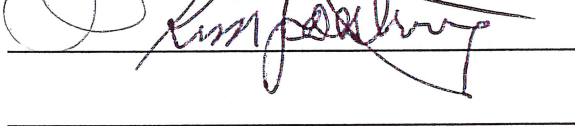
**REAPPOINTMENT**



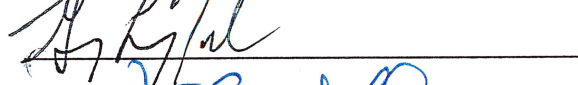
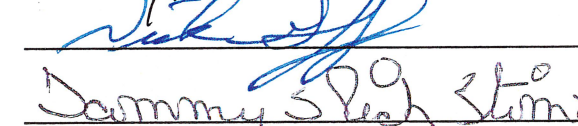
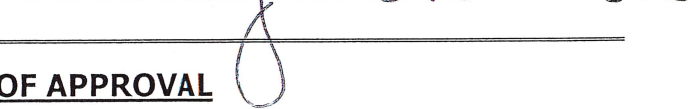
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Tony Rendleman, of the Pekin Fire Department to the Emergency Telephone Systems Board for a term commencing December 01, 2022 and expiring November 30, 2026.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Tony Rendleman to the Emergency Telephone Systems Board and we recommend said reappointment be approved

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Tony Rendleman to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Rich Brodrick, of the East Peoria Police Department, 201 W. Washington, East Peoria, IL to the Emergency Telephone Systems Board for a term commencing December 01, 2022 and expiring November 30, 2026.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

*Nancy M. Proehl*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*Marshall D. Schmitt*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Jammye S. Rich Stinson*

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Rich Brodrick to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Bobby Zimmerman of the East Peoria Fire Department to the Emergency Telephone Systems Board for a term commencing December 01, 2022 and expiring November 30, 2026.

---

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

*Nancy M. Proche*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Sammy Rich Stearns*

---

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Bobby Zimmerman to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Sarah Sies of 1529 Stout, Pekin IL 61554 to the Schaeferville Fire Protection District for a term commencing December 01, 2022 and expiring November 30, 2025.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Sarah Sies to the Schaeferville Fire Protection District and we recommend said reappointment be approved.

*Nancy M. Proehl*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*Marcell D. Schmitt*  
*[Signature]*  
*[Signature]*  
*Sammy Leah Stinson*

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Sarah Sies to the Schaeferville Fire Protection District.

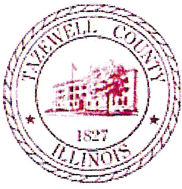
The County Clerk shall notify the County Board Office and the County Board Office will notify McGrath Law Office of this action.

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2023.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



# Tazewell County Board Calendar of Meetings March 2023

<b>Zoning Board of Appeals</b> Duane Lessen, Chair	Tuesday, March 07 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Krehbiel, Nelms, Sinn, Smith
<b>Insurance Review</b> David Zimmerman, Chair	No March meeting	S. Goddard, Mingus, Rich-Stimson
<b>Health Services</b> Jay Hall, Chair	Thursday, March 09 5:30pm – TCHD	Sinn, S. Goddard, Hagaman, Longfellow, Paget, Smith
<b>Land Use</b> Kim Joesting, Chair	Tuesday, March 14 5:00pm – Jury Room	Crawford, M. Goddard, Hall, Krehbiel, Nelms, Sinn, Smith
<b>Transportation</b> Greg Menold, Chair	Tuesday, March 21 1:30pm - Tremont	Proehl, Crawford, Hall, Harris, Nelms, Paget, VACANCY
<b>Property</b> Greg Longfellow, Chair	Tuesday, March 21 3:30pm – JCCR	Mingus, Atkins, M. Goddard, Graff, Hagaman, Joesting, Rich-Stimson, Schneider
<b>Finance</b> Nick Graff, Chair	Tuesday, March 21 following Property – JCCR	Schneider, Atkins, S. Goddard, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, VACANCY
<b>Human Resources</b> Tammy Rich-Stimson, Chair	Tuesday, March 21 following Finance – JCCR	Harris, Atkins, S. Goddard, Graff, Krehbiel, Longfellow, Menold, Mingus, Proehl, Schneider, VACANCY
<b>Risk Management</b> David Zimmerman, Chair	Wednesday, March 22 4:00pm – Jury Room	Harris, Atkins, Graff, Hall, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
<b>Executive</b> David Zimmerman, Chair	Wednesday, March 22 following Risk Management	Harris, Atkins, Graff, Hall, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
<b>Board of Health</b>	Monday, March 27 6:30pm - TCHD	Hall
<b>County Board</b>	Wednesday, March 29 6:00 pm – JCCR	All County Board Members