

Tazewell County Board

Wednesday, May 31, 2023

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



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TAZEWELL COUNTY BOARD

James Carius Community Room
Wednesday, May 31, 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 April 26th, 2023 County Board Proceedings
- F. Consent Agenda:

Land Use:

- LU-23-07 1. Approve amendment 64 to Title XV, Chapter 157 Zoning Code
- LU-23-08 2. Approve amendment 65 to Title XV, Chapter 157 Zoning Code
- LU-23-09 3. Approve amendment to Title XV, Chapter 153 Wind Energy Code
- LU-23-10 4. Approve amendment to Title XV, Chapter 156 Solar Energy Code
- LU-23-11 5. Approve petition of Hosta Solar, LLC Special Use
- LU-23-12 6. Approve petition of Catmint Solar, LLC Special Use

Transportation:

- T-23-15 7. Approve IDOT resolution for Salt Dome for Section 23-00000-02-MG
- T-23-16 8. Approve IDOT resolution for Seal Coat for 23-00000-06-RS
- T-23-17 9. Approve IDOT resolution for Seal Coat for 23-XX000-00-MG
- T-23-18 10. Approve IDOT resolution for Seal Coat for 23-10000-01-GM

Finance:

- F-23-21 11. Approve Board recognition of an increase in the Sheriff's budget for vehicle trade-in purposes

Human Resources:

- HR-23-09 12. Approve correction in the County's Health Insurance Plan Document
- HR-23-10 13. Approve the reclassification of the position of Administrative Assistant to the Director of Court Services

Executive:

- E-23-74 14. Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Accessibility Improvements, Grant #18-248592 per contractual agreement with Knapp Concrete Contractors, Inc.
- E-23-75 15. Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248591 per contractual agreement with Bishop Bros
- E-23-77 16. Approve payment for activity delivery services for the Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248591 per contractual agreement
- E-23-78 17. Approve Letter of Engagement with Korn Ferry
- E-23-81 18. Approve second change order for the Community Development Block Grant Revolving Loan Closeout – Building, Grant #18-248591
- E-23-87 19. Approve first change order for the Community Development Block Grant Revolving Loan Closeout – Sidewalks, Grant 18-248952
- E-23-88 20. Approve payment for activity delivery services for the Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248592 per contractual agreement

- E-23-89 21. Approve the thirteenth invoice from Kenyon & Associates for Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248591
- E-23-90 22. Approve amendments to the County Board Rules – Chapter 33 of the County Code

Appointments and Reappointments

- E-23-67 a. Reappointment of Gary Flairty to the Green Valley Community Fire District
- E-23-68 b. Reappointment of Brian Wilson to the Greater Creve Coeur Sanitary District
- E-23-69 c. Reappointment of Shawne Combs Woodard to the Tremont Fire Protection District
- E-23-70 d. Appointment of Traci Kraemer to the Deer Creek Fire Protection District
- E-23-71 e. Reappointment of Brian Goodlick to the Schaeferville Fire Protection District
- E-23-72 f. Appointment of Nancy Proehl to Tazwood Community Services
- E-23-79 g. Reappointment of Jimmy Stevens to the Board of Review
- E-23-80 h. Reappointment of John Bisanz to the Board of Review
- E-23-82 i. Reappointment of John Tharp to the Central Fire Protection District
- E-23-83 j. Reappointment of Paul Anglin to the Central Fire Protection District
- E-23-84 k. Reappointment of Chris Meyers to the Central Fire Protection District
- E-23-85 l. Appointment of Stacey Sweeney to the Armington Community Fire Protection District
- E-23-86 m. Reappointment of Brian Tanner to the Morton Area Farmers Fire Protection District

- G. In-Place Executive Committee Meeting
- H. In-Place Finance Committee Meeting
- I. Unfinished Business
- J. New Business
- E-23-91 a. Approve Second Change Order for the Community
Development Block Grant Resolving Loan Closeout – Sidewalks, Grant #18-248952
- E-23-92 b. Approve Amendment to the Agreement with Pictometry
International Corp., for GIS Flyover
- F-23-23 c. Approve recognition of American Rescue Plan Act expenses
- K. Review of approved bills
- L. Approve the June 2023 Calendar of Meetings
- M. Recess to June 26, 2023

Chairman David Zimmerman
Kim D. Joesting, Dist. 1
Nancy Proehl, Dist. 1
Mark Goddard, Dist. 1
Kaden Nelms, Dist. 1
Nick Graff, Dist. 2
Greg Menold, Dist. 2
Greg Sinn, Dist. 2
Sierra Smith, Dist. 3
Dave Mingus, Dist. 3
Tammy Rich-Stimson, Dist. 3



John C. Ackerman
County Clerk

Vice Chairman, Michael Harris, Dist. 3
Jay Hall, Dist. 1
Michael Deppert, Dist. 1
Sam Goddard, Dist. 1
Vivian Hagamann, Dist. 2
Maxwell Schneider, Dist. 2
Roy Paget, Dist. 2
Randi Krehbiel, Dist. 2
Russ Crawford, Dist. 3
William (Bill) Longfellow, Dist. 3
Greg Longfellow, Dist. 3

**TAZEWELL COUNTY BOARD
MEETING MINUTES
WEDNESDAY APRIL 26, 2023
6:00 PM**

James Carius Community Room, Tazewell Law & Justice Center,
101 S. Capitol Street, Pekin, Illinois 61654

ROLL CALL BY COUNTY CLERK

Attendance was taken by Roll Call and the following members of the board were present: Vice Chairman Michael Harris, Members Russ Crawford, Mark Goddard, Nick Graff, Vivian Hagaman, Jay Hall, Kim D. Joesting, Greg Longfellow, Dave Mingus, Roy Paget, Nancy Proehl, Greg Sinn, Sierra Smith, and Tammy Rich-Stimson. Absent: Michael Deppert, Sam Goddard, Randi Krehbiel, Greg Menold, John C. Ackerman, Maxwell Schneider, and Chairman David Zimmerman.

INVOCATION AND PLEDGE OF ALLEGIANCE

Member Mingus led the invocation followed by Vice Chairman Harris leading the Pledge of Allegiance.

COMMUNICATIONS FROM MEMBERS OF THE PUBLIC AND COUNTY EMPLOYEES

David Olar, a member of Pekin Historical Preservation Commission Member, spoke on his appreciation for local history. He voiced his concern regarding the potential loss of the Arcade and Tobin buildings in downtown Pekin.

Michael Ragan, a concerned citizen, spoke on veteran issues within Tazewell County. He indicated he is involved in an organization that assists veterans with job placement and service preparation.

Diana Lee, a concerned citizen, voiced concern with the Arcade and Tobin buildings demolition and requested the board members consider historical preservation. She referenced her organization has over 600 members on Facebook that share her views. She requested a meeting to discuss the future of the Tobin and Arcade buildings.

TAZEWELL COUNTY BOARD MINUTES APRIL 26, 2023

Lonnie Howard, a Pekin resident, echoed Diana Lee's request for a meeting to discuss the future of the Arcade and Tobin buildings.

Tim Behr, addressed comments made at the March 2023 Board Meeting and voiced concern with the appointment of a Tazewell County Board Member.

COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS

Member Paget, spoke on Pekin's history and heritage. He explained the history and the connection with China.

Member Atkins, spoke on the Rules Committee.

Member Crawford, spoke on the recent appointment of Michael Deppert to the Tazewell County Board. He also spoke on an Ethics Resolution that was passed twenty years ago by the Tazewell County Board.

PRESENTATION TAZEWELL COUNTY TREASURER HANNAH CLARK: INVESTMENTS AND TAX BILLS

Treasurer Hannah Clark indicated to the board since she has taken office the investment policy has been updated. She stated she has invested \$10 million of the operational cash into one money market and two certificate of deposits with local banks. The money market had one million invested which is making 2.5% interest. The \$2 million, 6 month certificate of deposit is making 3.51% interest. The \$3 million, 12 month certificate of deposits making 2% interest. She notified the board that the tax bills have went out and the first installment would be due on June 1st while the second installment was due September. She spoke on the various payment options available this year which include cash, check, Venmo, Paypal, online E-checks, and credit cards.

APPROVE THE MINUTES OF THE MARCH 29, 2023, COUNTY BOARD MEETING,

Member Hall motioned to approve the minutes of the Board Meeting held on March 29, 2023, as printed; seconded by Member Atkins. Motion to approve the minutes as printed were approved by voice vote of 15 Yeas, 0 Nays.

IN-PLACE TRANSPORTATION COMMITTEE MEETING

Meeting started at 6:30 PM and ended at 6:33 PM.

IN-PLACE EXECUTIVE COMMITTEE MEETING

Meeting started at 6:33 PM and ended at 6:42 PM.

TAZEWELL COUNTY BOARD MINUTES APRIL 26, 2023

CONSENT AGENDA

1. Transportation: Approve 23-00000-01-GM-Tazewell County-HMA-Various, RESOLUTION T-23-07.
2. Transportation: Approve 23-00018-06-RS-Tazewell County-HMA-Washington, RESOLUTION T-23-08.
3. Transportation: Approve 23-08000-01-GM-Groveland Road District-HMA, RESOLUTION T-23-09.
4. Transportation: Approve 23-18000-01-GM-Tremont Road District-HMA, RESOLUTION T-23-10.
5. Transportation: Approve Resolution to Support the increase in Township Bridge Program Funding, RESOLUTION T-23-11.
6. Transportation: Approve Intergovernmental Co-operation Agreement for Guardrail (HSIP), RESOLUTION T-23-12.
7. Transportation: Approve Joint Funding Agreement – BLR 05310 – Guardrail (HSIP), RESOLUTION T-23-13. Upon approval of In-Place meeting
8. Transportation: Approve LPA Engineering Agreement – BLR 05530 – Guardrail (HSIP), RESOLUTION T-23-14. Upon approval of In-Place meeting
9. Property: Approve the McKenzie Building Window Bid, RESOLUTION P-23-06.
10. Finance: Approve FY23 Parameters, RESOLUTION F-23-17.
11. Finance: Approve Community Development transfer- Appeals Board to Legal Notice, RESOLUTION F-23-18.
12. Finance: Approve Community Development transfer – Building Inspections to Vehicle Maintenance, RESOLUTION F-23-19.
13. Finance: Approve the purchase of StarCom Radios for EMA, RESOLUTION F-23-20.
14. Human Resources: Approve the re-classification of Community Development Inspector Coordinator to Chief Deputy, RESOLUTION HR-23-06.
15. Human Resources: Approve the re-classification of Community Development Permit Technician (1 of 2) to Community Development Assistant, RESOLUTION HR-23-07.

TAZEWELL COUNTY BOARD MINUTES APRIL 26, 2023

16. **Human Resources:** Approve the re-classification of Community Development Permit Technician (2 of 2) to Community Development Assistant, RESOLUTION HR-23-08.
17. **Risk Management:** Approve release of settlement agreement, RESOLUTION RM-23-04.
18. **Executive:** Approve the Energy Transition Grant, RESOLUTION E-23-54.
19. **Executive:** Support Sheriff Lower's Commitment to the Second Amendment, RESOLUTION E-23-55.
20. **Executive:** Approve Architectural services for the Community Development Block Grant Revolving Loan Closeout, Grant # 18-248591 per contractual agreement with Kenyon and Associates, RESOLUTION E-23-56.
21. **Executive:** Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout-Landings Grant # 18-248591 per contractual agreement with Bickel Bros., RESOLUTION E-23-57.
22. **Executive:** Approve the Intergovernmental Agreement with the City of Washington for changes to the Northern Enterprise, RESOLUTION E-23-58.
23. **Executive:** Approve First Amendment to Option and Lease Agreement with Pearl St Solar II, LLC, RESOLUTION E-23-59. Upon approval of In-Place meeting. Item Failed in Executive Committee In-Place meeting.
24. **Executive:** Approve the sale and refund agreement of the Tazewell County Trustee, RESOLUTION E-23-60.
25. **Executive:** Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Accessibility Improvements, Grant # 18-248592 per contractual agreement with Knapp Concrete Contractors, Inc., RESOLUTION E-23-61.
26. **Executive:** Approve the 2nd Quarter payment to GPEDC 2023 Investment, RESOLUTION E-23-62.
27. **Executive:** Approve Opposition to increase the Rental Housing Support Fee, RESOLUTION E-23-63.
28. **Executive:** Approve the amendments to Chapter 94: Water and Sewer Ordinance in the Tazewell County Code Ordinances, RESOLUTION E-23-64.

TAZEWELL COUNTY BOARD MINUTES APRIL 26, 2023

Member Crawford moved to approve the Consent Agenda items as outlined in the agenda packet; seconded by Member Graff. The Consent Agenda was approved by voice vote of 15 Yeas; 0 Nays.

The following items were removed from the Consent Agenda for further discussion:

Item 7 Transportation: Member Proehl motioned to approve Joint Financing Agreement- BLR 05310 – Guardrail (HSP); seconded by Member [redacted]. Motion passed by voice vote of 15 Yeas; 0 Nays

Item 8 Transportation: Member Hall motioned to approve PA Engineering Agreement – BLR 05530 – Guardrail (HSIP); seconded by Member Mingus. Motion passed by voice vote of 15 Yeas; 0 Nays.

Item 19 Executive: Discussion took place regarding supporting Sheriff Lower's Commitment to the Second Amendment. Member [redacted] voiced concern pertaining to this issue since this was regulated by the state rather than at the county level. Member Atkins stated he addressed this issue in the Legislature Committee, but he felt it was important to support the Sheriff on this. Member Crawford stated he supported Sheriff Lower and the 2nd Amendment.

Member Nelms motioned to support Sheriff Lower's Commitment to the Second Amendment; seconded by Member Joest. Motion passed by voice vote of 15 Yeas; 0 Nays.

Item 28 Executive: Bruce Johnson, Environmental Supervisor Tazewell County Health Department, spoke on the ordinance changes and how it would affect the current inspection process for buying [redacted] in Tazewell County. Member Proehl motioned to approve amendments to Chapter 94: Water and Sewer Ordinance in the Tazewell County Code Ordinances; seconded by Member Sinn. Motion passed by voice vote of 15 Yeas; 0 Nays.

APPOINTMENTS & REAPPOINTMENTS

E-23-65: Member Crawford moved to Appoint Jeff Litwiller to the Hopedale Fire Protection District; seconded by Member Atkins. Resolution E-23-65 was approved by voice vote of 15 Yeas; 0 Nays.

E-23-66: Member Graff moved to Reappoint Roger Cramer to the East Peoria Sanitary District; seconded by Member Atkins. Resolution E-23-66 was approved by voice vote of 15 Yeas; 0 Nays.

TAZEWELL COUNTY BOARD MINUTES APRIL 26, 2023

UNFINISHED BUSINESS

It was determined no unfinished business for the board at this time.

NEW BUSINESS

It was determined no new business for the board at this time.

Review of approved bills.

Board Members reviewed the approved bills as presented.

APPROVE THE MAY 2023 CALENDAR

Member Joesting moved to approve the May 2023 calendar; seconded by Member Hall. Motion to approve the May 2023 calendar was approved by voice vote of 15 Yeas; 0 Nays.

ADJOURNMENT

There being no further business before the board, Board Vice Chairman Harris announced the meeting was adjourned. The Tazewell County Board Meeting adjourned at 7:01 PM. The next scheduled County Board meeting is on May 31, 2023.

TAZEWELL COUNTY LAND USE COMMITTEE
SUMMARY OF COMMITTEE AGENDA
May 9, 2023 Meeting
TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON
May 31, 2023

LU-23-07

CASE NO. 23-28-A Amendment 64 to Title XV, Chapter 157 Zoning Code

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

LU-23-08

CASE NO. 23-29-A Amendment 65 to Title XV, Chapter 157 Zoning Code

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

LU-23-09

CASE NO. 23-30-A Amendment to Title XV, Chapter 153 Wind Energy Code.

ZBA recommended approval, with considerations. **Land Use** recommended approval, with modifications.

LU-23-10

CASE NO. 23-31-A Amendment to Title XV, Chapter 156 Solar Energy Code

ZBA recommended approval, with considerations. **Land Use** recommended approval, with modifications.

LU-23-11

CASE NO. 23-37-S The petition of Hosta Solar, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District.

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

LU-23-12

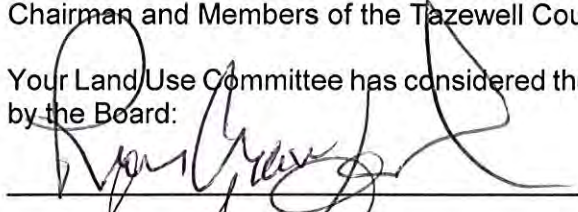
CASE NO. 23-38-S The petition of Catmint Solar, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District.

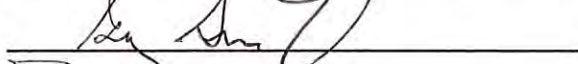
ZBA recommended denial. **Land Use** concurred.

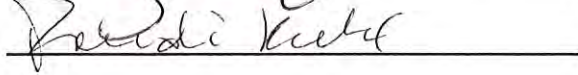
**COMMITTEE REPORT
(ZBA Case No. 23-28-A)
LU-23-07**


Chairman and Members of the Tazewell County Board:

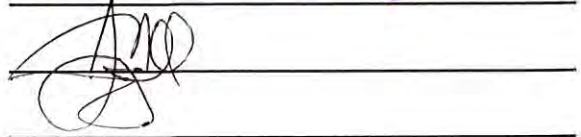
Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:











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 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

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

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

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

Adopted this _____ day of _____, 2023.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

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

Proposed Amendment No. 64
(Zoning Board Case No. 23-28-A)

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

WHEREAS, a public hearing on said Amendment was held May 2, 2023, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

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

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

POSITIVE. The proposed amendments will be consistent with the existing provisions of the Tazewell County Zoning Code and therefore allow for more orderly development within the County.

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

POSITIVE. The proposed amendments will be consistent with the existing provisions of the Tazewell County Zoning Code and therefore allow for more orderly development within the County. The proposed changes as proposed will in no way cause detriment to the public or general welfare.

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

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

SECTION 1.

(Add the language as bolded and underlined, remove all language as stricken and re-number

accordingly.)

DISTRICT REGULATIONS AND STANDARDS

§ 157.046 ACCESSORY BUILDINGS, STRUCTURES, AND USES.

(A) In the Residential Districts without a special-use permit Variance, the aggregate ground floor area of all accessory buildings on a lot shall not exceed the greater of:

(RR) RURAL RESIDENTIAL DISTRICT

§ 157.126 PERMITTED USES.

(C) Agriculture, provided:

~~(4) Chickens/fowl shall adhere to the regulations as found in §§ 157.435 through 157.447, and § 157.440(G) requirements for particular special uses chickens and fowl.~~

§ 157.127 SPECIAL USES.

The following uses may be established by a special use permit in the Rural Residential District in accordance with procedures and standards set forth in §§ 157.435 through 157.447:

~~(Z) Residential accessory structures; the construction of an accessory structure in a residential district for storage and other accessory uses where the building exceeds the square footage limitation of § 157.046;~~

(R-1) LOW DENSITY RESIDENTIAL DISTRICT

§ 157.147 SPECIAL USES.

The following uses may be established by a special use permit in the R-1 District in accordance with procedures and standards set forth in §§ 157.435 through 157.447:

~~(S) Residential accessory structures; the construction of an accessory structure in a residential district for storage and other accessory uses where the building exceeds the square footage limitation of § 157.046;~~

(R-2) MULTI-FAMILY RESIDENTIAL DISTRICT

§ 157.167 SPECIAL USES.

The following uses may be established by a special use permit in the R-2 District in accordance with procedures and standards set forth in §§ 157.435 through 157.447:

~~(T) Residential accessory structures; the construction of an accessory structure in a residential district for storage and other accessory uses where the building exceeds the square footage limitation of § 157.046;~~

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

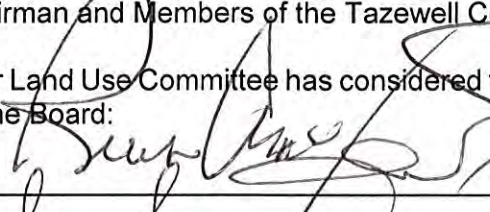
ATTEST:

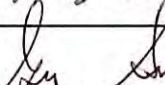
County Clerk
Tazewell County, Illinois

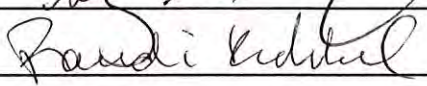
**COMMITTEE REPORT
(ZBA Case No. 23-29-A)
LU-23-08**


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 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

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

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

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

Adopted this _____ day of _____, 2023.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

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

Proposed Amendment No. 65
(Zoning Board Case No. 23-29-A)

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

WHEREAS, a public hearing on said Amendment was held May 4, 2023, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

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

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

POSITIVE. The proposed changes will be consistent with all other provision of the zoning code and also in compliance with the requirements of the State of Illinois. These changes will not be detrimental to the orderly development of the County.

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

POSITIVE. The proposed changes will be consistent with all other provision of the zoning code and also in compliance with the requirements of the State of Illinois. These changes will not be detrimental to the orderly development of the County, nor injurious to the general welfare of Tazewell County.

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

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

SECTION 1.

Areas amended by the Land Use Committee are notated in bold, red, italicized lettering.

(Add the language as bolded and underlined, remove all language as stricken.)

§ 157.481 NOTICE OF PUBLIC HEARING; PUBLICATION.

- (A) Notice of the time and place of any public hearing required by this chapter for zoning amendments, variances, and special uses shall be published in a newspaper of general circulation in the County not less than 15 days and **not more than 45 days** before such hearing; **provided that if the notification is relating to a Class A zoning case, the publication shall occur not less than 30 45 days and not more than 45 days prior to the date of the hearing.**

§ 157.482 NOTICE TO ADJOINING PROPERTY OWNERS.

The Community Development Administrator, as a courtesy, shall notify all adjoining property owners of a pending application and of the hearing date, location, and nature of the request before the Zoning Board of Appeals and other pertinent information as specified in § 157.481. Adjoining property owners shall be identified by information obtained from the County Supervisor of Assessment's office. Notification shall occur not less than 15 days and **not more than 45 days** prior to the date of the hearing; **provided that notification is relating to a Class A zoning case, the publication shall occur not less than 30 45 days and not more than 45 days prior to the date of the hearing.**

§ 157.483 NOTICE TO INTERESTED GOVERNMENTAL BODIES.

- (A) The Community Development Administrator shall notify the county's Soil and Water Conservation District, County Health Department, and villages and municipalities within one and one-half miles of the proposed property, Road Commissioners, and the County Highway Engineer of pending applications for an amendment, variance, and special use. Notification shall occur not less than 15 days and **not more than 45 days** prior to the date of the hearing; **provided that notification is relating to a Class A zoning case, the publication shall occur not less than 30 45 days and not more than 45 days prior to the date of the hearing.**

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

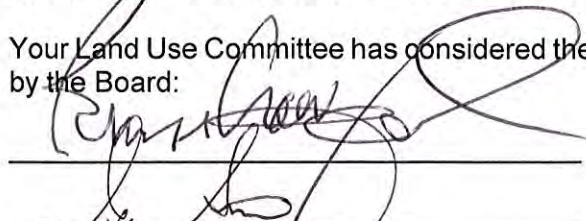
ATTEST:

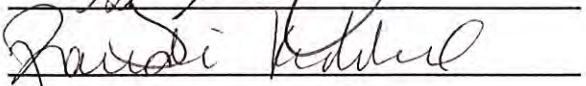
County Clerk
Tazewell County, Illinois


**COMMITTEE REPORT
(ZBA Case No. 23-30-A)
LU-23-09**


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 of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

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

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

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

Adopted this _____ day of _____, 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. 23-30-A)

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

WHEREAS, a public hearing on said Amendment was held May 4, 2023, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

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

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

POSITIVE. The proposed amendment will promote orderly and safe development of Wind Energy Conversion System as renewable energy resources throughout Tazewell County, while complying with the State of Illinois.

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

POSITIVE. The proposed amendment will promote orderly and safe development of Wind Energy Conversion System as renewable energy resources throughout Tazewell County, while complying with the State of Illinois.

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

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

SECTION 1.

Areas amended by the Land Use Committee are notated in bold, red, italicized lettering.

(Add the language as bolded and underlined, remove all language as stricken.)

153.01 Wind Energy Conversion Systems Purpose

153.02 Definitions

153.03 Requirements **Public Participation**

153.04 ~~Maintenance and operation~~ **Special Use**

153.05 ~~Noise levels~~ **Design and Installation**

153.06 ~~Liability insurance~~ **Operation and Maintenance**

153.07 ~~Decommissioning plan~~ **Non-Conforming Use and Structure**

153.08 ~~Fees charged for building permit~~ **Complaints**

153.09 **Liability Insurance**

153.10 **Decommissioning Plan**

153.11 **Fees**

§ 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.
- B. To facilitate economic opportunities for local municipalities, residents, and the county as a whole.
- C. **To assure the protection of health, safety, welfare, and property rights and values of landowners and residents in Tazewell County.**
- D. **To protect the County's ecological environment.**
- E. **To promote the supply of wind energy in support of Illinois' statutory goal of increasing energy production from renewable energy sources.**

§ 153.02 DEFINITIONS.

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

ABOVE GROUND CABLE. Electrical power lines installed above grade to be utilized for conveyance of power from the wind turbines to the wind facility substation.

AGRICULTURAL IMPACT MITIGATION AGREEMENT (AIMA). The agreement between the commercial wind energy facility owner and the Illinois Department of Agriculture.

AGRICULTURAL LAND. Land used for cropland, hay land, pasture land, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located and land in government set-aside programs used for purposes as set forth above.

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.

BEST EFFORTS. Diligent, good faith and commercially reasonable efforts to achieve a given objective or obligation.

COMMERCIAL OPERATION DATE. The calendar date on which the Commercial Wind Energy Facility produces power for commercial sale, not including test power. Within ten (10) calendar days of the Commercial Operation Date, the Commercial Wind Energy Facility Owner shall notify the County of the Commercial Operation date in writing.

COMMERCIAL WIND ENERGY FACILITY (FACILITY). A wind energy conversion facility equal or greater than 500 kilowatts in total nameplate generating capacity.

CONSTRUCTION. The installation, preparation for installation and/or repair of a Commercial Wind Energy Facility.

COUNTY. The County where the Commercial Wind Energy Facility is located.

CROPLAND. Land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland, but is currently in a government set-aside program and pastureland comprised of Prime Farmland.

DECONSTRUCTION/DECOMMISSIONING. The removal of a commercial wind energy facility from the property of a landowner and the restoration of that property as provided in the AIMA. The term “deconstruction” and “decommissioning” have the same meaning and therefore, may be interchanged with each other.

DECONSTRUCTION/DECOMMISSIONING PLAN. A plan prepared by a Professional Engineer, at the Commercial Wind Energy Facility Owner’s expense, that includes:

- A. **The estimated deconstruction cost per turbine, in current dollars at the time of filing a **building** permit, for the commercial wind energy facility, taking into account, among other things:**
- a. **the number of wind turbines and related Commercial Wind Energy Facilities involved;**
 - b. **the original construction cost of the commercial wind energy facilities;**
 - c. **the size and capacity of the wind turbines;**
 - d. **the salvage value of the commercial wind energy facilities;**
 - e. **the construction method and technique for the wind turbines and other commercial wind energy facilities; and**
 - f. **a comprehensive detailed description of how the “facility owner” plans to pay for the deconstruction of the “facility”.**

FACILITY ABANDONMENT. ~~A period of time not less than one year.~~ **Shall mean when no electricity is generated by the facility for a period of twelve (12) months and the facility owner is not undertaking reasonable efforts to repair or decommission the facility.**

FACILITY OWNER: A person who is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility. **Also, a person with a direct ownership interest in a commercial wind energy facility, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility.**

FINANCIAL ASSURANCE. A reclamation bond or other commercial available financial assurance that is acceptable to the County, with the County as primary beneficiary and the landowners as secondary beneficiaries.

IDOA. The Illinois Department of Agriculture.

NON PARTICIPATING PROPERTY. Real property that is not a participating property in the project.

NON PARTICIPATING RESIDENCE. A residence that is located on nonparticipating property and that is existing and occupied on the date that an application for a **special use approval** building permit to develop the commercial wind energy facility is filed with the county.

OCCUPIED COMMUNITY BUILDING. Any one or more of the following buildings that is existing and occupied on the date that the application for a **special use approval** building permit to develop the commercial wind energy facility is filed with the county: a school, place of worship, day care facility, public library, or community center.

PARTICIPATING PROPERTY. Real property that is the subject of a written agreement between a facility owner and the owner of the real property that provides the facility owner an easement, option, lease, or license to use the real property for the purpose of constructing a commercial wind energy facility, or supporting facilities.

PARTICIPATING RESIDENCE. A residence that is located on participating property and that is existing and occupied on the date that an application for a **special use approval** building permit to develop the commercial wind energy facility is filed with the county.

PRIME FARMLAND. Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Services (NRCS) as being “prime” soils (generally considered the most productive soils with the least input of nutrients and management).

PROFESSIONAL ENGINEER. An engineer licensed to practice engineering in the State of Illinois, and who is determined to be qualified to perform the work described herein by mutual agreement of the County and the “facility owner”.

PROTECTED LANDS. Real property that is subject to a permanent conservation right consistent with the Real Property Conservation Rights Act; or registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.

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

SUPPORTING FACILITIES. The transmission lines, substations, access roads, meteorological towers, storage containers, and equipment associated with the generation and storage of electricity by the commercial wind energy facility.

SOIL AND WATER CONSERVATION DISTRICT (SWCD). A local unit of government that provides technical and financial assistance to eligible landowners for the conservation of soil and water resources.

TENANT. Any person lawfully residing or leasing/renting land that is subject to an underlying agreement.

TOWER HEIGHT - The height measured from the top of a wind tower's foundation to the tip of the blade at its highest point.

UNDERLYING AGREEMENT. The written agreement with a landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person had constructed, constructs or intends to construct a Commercial Wind Energy Facility on the property of the landowner.

UNDERGROUND CABLE. Electrical power lines installed below grade to be utilized for conveyance of power from the wind turbines to the substation.

USEFUL LIFE. A "facility" will be presumed to have no remaining "useful life" if: no electricity is generated for a period of twelve (12) months and the facility owner is not undertaking reasonable efforts to repair or decommission the facility or the "facility owner" fails, for a period of six (6) consecutive months, to pay the landowner amounts owed in accordance with the underlying agreement.

WIND TOWER. The wind turbine tower, nacelle, and blades.

§ 153.03 REQUIREMENTS-PUBLIC PARTICIPATION

Nothing in this Ordinance is meant to augment or diminish existing opportunities for public participation.

The County shall hold at minimum one public hearing, allowing the public the opportunity to present evidence and cross examine the petitioner. Said hearing shall take place no more than 45 days following the filing of the application and decision shall be rendered in not more than 30 days following the public hearing.

§153.04 MAINTENANCE AND OPERATION-SPECIAL USE REQUIREMENTS

The facility owner shall follow the requirements for a Class A Special Use request, as specified in the Tazewell County Zoning Code. All other requirements found herein are not required prior to a request for special use but encouraged if available, however must be submitted and approved prior to issuance of siting permit for all WECS.

WECS and related substations are permitted only in the A-1, ~~and A-2~~, I-1 and I-2 zoning districts by special use upon approval by the **Tazewell County Zoning Board of Appeals**.

Prior to the public hearing, the facility owner must have entered into the Agricultural Impact Mitigation Agreement required by 55 ILCS 5/5-12020(c). The facility owner's compliance with the AIMA shall be a condition of the special use.

A request for special use permit for a commercial wind energy facility or modification of an approved special use permit, shall be approved if the request is in compliance with the standards and conditions imposed in Public Act 102-1123 and conditions imposed under any other State and/or federal statutes and regulations in addition to those specified herein.

For Special Use Permit applications involving multiple WECS towers, only one application is required for the overall project.

§ 153.05 NOISE LEVELS-DESIGN AND INSTALLATION

Color, towers and blades.

Any non-reflective, unobtrusive color **such as gray or white and no visible advertisements shall be permitted on the blades or tower which** that will assist in mitigating the visual impact of the structure is allowable.

Lighting.

Lighting for the towers shall be constructed only in accordance with the minimum requirements and standards allowed through of the FAA or **compliant with §157.056 and any** other **required** regulatory authority in an effort to minimize the visual impact of the structures.

*Compliance with **Federal Aviation Administration (FAA)***

It shall be the responsibility of the person in charge **Facility Owner** 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 **or** a determination of no significant impact to air navigation from the FAA.

Warnings.

A visible warning sign of "high voltage" must be placed at the base of all WECS projects. **towers, at the entrance to the access road of the applicable tower and every substation located in the project area.** 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.

Participating Property.

The participating property leased for the purpose of siting WECS shall be separated from a larger tract as described in the lease agreement and assigned a new parcel identification number by the Tazewell County Supervisor of Assessments. **The new tract of land shall also be assigned a separate 911 address by the Community Development Department. The new tract will not be considered to have new parcel boundary lines for setback purposes and shall remain in the name of the participating property owner. The purpose of the separation is to create a separate annual property tax bill, to be the responsibility of the facility owner, and alleviate any potential future hardship for the property owner, should the facility owner default.**

Setbacks.

Participating Residences – All WECS towers shall be set back at least 750 feet from any adjoining property's dwelling unit, and ~~no~~ **not less than one and one-tenth times the tower height from the applying property owner's dwelling structure to the nearest point on the outside wall of the structure.**

Occupied Community Building – **All WECS towers shall be set back not less than two and one-tenth times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure.**

Communication and Electric Overhead Transmission Lines - All WECS towers shall be set back a distance of at least **not less than** one and one-tenth times the WECS tower height, **measured to the center point of the easement containing the overhead line, from overhead communication and electrical transmission lines (not including overhead utility service lines to individual houses or outbuildings).**

Public Road Rights-of-Way - All WECS towers shall be set back a distance of at least **not less than** one and one-tenth times the WECS tower height from public road **rights-of-way**. ~~third party transmission lines, and communications towers.~~

Nonparticipating Properties - All WECS towers shall be set back a distance of at least **not less than** one and one-tenth times the WECS tower height from adjacent property lines **to the nearest point on the property line of the nonparticipating property.** 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.

Nonparticipating Residences – **All WECS towers shall be setback a distance of not less than two and one-tenth time the WECS tower height to the nearest point on the on the outside wall of the structure.**

Fish and Wildlife Areas and Illinois Nature Preserve Commission – All WECS shall be set back a distance not less than two and one tenth times the maximum blade tip height of the wind tower to the nearest point on the property line of the fish and wildlife area or protected land.

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.

Height.

Wind generator machine **The tower** height must comply with all FAA regulations **and may not exceed the height allowed under a Determination of No Hazard to Air Navigation by the Federal Aviation Administration under 14 CFR Part 77.**

Compliance with additional regulations.

It shall be the responsibility of the person in charge **Facility Owner** 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 **issuance**.

The facility Owner shall provide the results and recommendations from consultation with the Illinois Department of Natural Resources that are obtained through the Ecological Compliance Assessment Tool (EcoCAT)

The Facility Owner shall provide results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with (i) the "U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines"

The Facility Owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission.

The Facility Owner shall provide evidence of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.

Installation certification.

The registered ~~Each stage of construction shall be inspected and approved by a professional engineer~~ **Each stage of construction shall be inspected and approved by a professional engineer or authorized personal as assigned by the Facility Owner** shall certify that the construction and installation of the WECS project meets or exceeds the manufacturer's construction and installation standards. **The submission of written approval upon final inspection shall initiate the Certificate of Occupancy and/or Use if all other permit requirements have been verified by the Department.**

Roads.

~~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.~~

~~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.~~

An Applicant proposing to use any county, municipal or township road(s), for the purpose of transporting WECS or Substation parts and/or equipment for construction, operation, or maintenance of the WECS(s) or Substation(s), shall enter into a Road Use Agreement that includes the following provisions, at a minimum:

1. A Haul Route Map for review and approval by the respective Road District Commissioner and the County Engineer prior to the granting of the Siting Approval Permit. Traffic for construction purposes shall be limited to these roads.
 2. A pre-construction road surface scan shall be conducted to determine existing road conditions for assessing potential future damage. This study is to be conducted by an outside civil engineer firm agreed upon by both the road districts and the facility owner or their respective designee.
 3. Scope of repairs **Required roadways improvements**; pre-construction, road upgrades needed prior to **construction** commencement of the construction of the wind farm to ensure the existing roads are capable of withstanding the proposed traffic and **weight** loading, and post construction.
 4. The applicant shall obtain a weight or size permit from all appropriate government agencies, to include; IDOT, the County, townships and municipalities prior to construction.
 5. Any road damage caused by the transport of the facility's equipment, the installation, maintenance or removal must be completely repaired to the satisfaction of the Road District Commissioner and the County Engineer. The Road District Commissioner and the County Engineer may choose to require either remediation of the road repair upon completion of the WECS Project or are authorized to collect fees for necessary remediation.
 6. Financial assurance in the amount agreed upon by the Road District Commissioner and County Engineer to ensure future repairs are completed to their satisfaction shall be provided.
- All repairs and improvements to public roads and roadway appurtenances shall be subject to the prior approval of the County before being made and shall also be subject to inspection and acceptance by the County after such

repairs and improvements are completed. The County's Road Agreement, and any further agreements contemplated therein, regarding the maintenance and repair of public roads and highways, must be approved by the Tazewell County Board, to include financial assurance prior the approval of any WECS Building Permit applications related to the construction of the proposed WECS project.

Drainage Tile.

Notwithstanding any other provision of law, a facility owner with siting approval to construct a commercial wind energy facility is authorized to cross or impact a drainage system, including, but not limited to, drainage tiles, open drainage districts, culverts, and water gathering vaults, owned or under the control of a drainage district under the Illinois Drainage Code without obtaining prior agreement or approval from the drainage district, except that the facility owner shall repair or pay for the repair of any damage to the drainage system, in a manner that assures the tile line's proper operation at the point of repair, caused by the construction or deconstruction of the commercial wind energy facility within a reasonable time after construction of the commercial wind energy facility.

The following shall apply to the tile line repair:

1. The Facility Owner or their designee(s) will work with the Landowner to identify the tile lines traversing the property included within the Underlying Agreement which will be crossed or disturbed by the construction of the Facility. All tile lines identified in this manner will be shown on the Construction and Decommissioning Plans and staked or flagged in the locations where expected crossing or disturbance is anticipated prior to construction or decommissioning to alert construction and decommissioning crews to the possible need for tile line repairs.

2. Tile lines that are damaged, cut, or removed shall be staked or flagged placed in such a manner they will remain visible until the permanent repairs are completed. In addition, the location of damaged drain tile lines will be recorded using Global Positioning Systems (GPS) technology.
3. Temporary repairs shall be made by the Facility Owner, their designee or the property owner until such time any of the aforementioned parties can make permanent repairs. If the tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made by any of those parties previously mentioned 14 days (weather and soil conditions permitting) of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials or animals into the tile lines.
4. Where tile lines are severed, repairs shall be made using the IDOA Drain Tile Repairs or as to agree to with the landowner.
5. If there is any dispute between the Landowner and the Facility Owner on the method of permanent tile line repair, the appropriate Soil and Water Conservation District's opinion shall be considered by the Facility Owner and the Landowner.
6. To the extent practicable, there will be a minimum of one foot of separation between the tile line and the Underground Cable whether the Underground Cable passes over or under the tile line. If the tile line was damaged as part of the excavation for installation of the Underground Cable, the Underground Cable will be installed with a minimum one foot clearance under or over the tile line to be repaired or otherwise to the extent practicable.

7. The original tile line alignment and gradient shall be maintained. A laser transit shall be used to ensure the proper gradient is maintained. A laser operated tiling machine shall be used to install or replace tiling segments of 100 linear feet or more unless otherwise agreed to with the landowner.
8. During Construction stage, all permanent tile line repairs must be made within fourteen (14) days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner.
9. Following Construction, **Maintenance** and/or Decommissioning activities, the Facility Owner will utilize best practices to restore the drainage in the area to the condition it was before the commencement of the Construction/Decommissioning activities or those methods agreed to between the Landowner and Facility Owner. If the Landowner and Facility Owner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may – but is not required to - implement the recommendations of the appropriate County SWCD and such implementation would resolve the dispute.
10. Following completion of the work, the Facility Owner will be responsible for correcting or paying for the correction of all tile line repairs that fail due to Construction, **Maintenance** and/or Decommissioning, provided any such failure was identified by the Landowner within twenty four (24) months after Construction or Decommissioning. The Facility Owner will not be responsible for tile line repairs that the Facility Owner pays the Landowner to perform.

§ 153.06 LIABILITY INSURANCE OPERATION AND MAINTENANCE.

Facility Owner.

Prior to any transfer of ownership, the County shall be made aware, in writing, and provided with up to date contact information.

Facility Operation Manager.

The Facility shall have a local contact for operations and maintenance and it is the responsibility of the Facility Owner to ensure the County, at all times, has on file the up to date name and contact information of the Facility Operations Manager. Additionally, contact information shall be located at the point of access for each site.

Annual Inspection Report.

Every WECS project must be inspected annually by an authorized factory representative **or technician with a specialized training in wind farm operation**, to certify that it is in good working condition and not a hazard to the public. **Said reports shall be retained and made available to the County upon request for inspection.**

Interference.

If the authorized factory representative, **or study prepared by a reputable third party**, determines that the WECS project causes severe interference with microwave transmissions, residential television interference, or radio reception, the ~~WECS owner~~ **Facility Owner** must take commercially reasonable steps to correct the problem.

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.~~ **The facility owner shall also coordinate with the local fire districts by:**

1. **Submitting to the local fire department(s) a copy of the project site plan;**
2. **Working cooperatively with the fire district(s) having jurisdiction to develop the fire emergency response plan. The Facility Owner shall cover the expense of any additional training agreed upon to be necessary by the Facility Owner and fire district. The Facility Owner shall, upon approval and prior to permit issuance, submit the Emergency Response Plan and the contact information of the representative of the fire district(s) who has approved the plan.**

3. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

Shadow Flicker.

Shall not affect any nonparticipating residence or occupied community building in excess of 30 hours per year.

Noise Levels.

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

§ 153.07 DECOMMISSIONING PLAN NONCONFORMING USE AND STRUCTURES.

This Ordinance has established specific requirement for WECS which must be satisfied before the County Board may approve a WECS Special Use. However, it is understood and anticipated that the circumstances beyond the control of the Applicant or Operator may cause the WECS to become noncompliant with the provisions of this Ordinance. Recognizing both the legitimate interest of those who lawfully established such a nonconformity and the need to protect the public health, safety, comfort and general welfare, the provisions of this section is intended to provide for the regulation of nonconforming uses, lots and structures within the following:

1. It is the intent of this section to permit nonconforming uses to continue until they are removed or until they become a risk to public safety and/health;
2. It is the intent of this section that nonconforming structures shall not be enlarged upon, expanded or extended, unless they are brought into compliance with the current regulations, subject to reasonable exceptions listed below;
3. Any nonconforming structure which received a Siting Approval Permit from the County prior to becoming nonconforming, may be continued only in accordance with the following:

No nonconforming structures shall be:

- a. Added to or enlarged in any manner that increases the nonconformity, except as allowed under the exceptions below;
- b. Moved or relocated, in whole or in part, that increases the nonconformity, except as allowed under the exceptions below; or
- c. Renewed if abandoned for a period of twelve (12) continuous months. The term "abandoned" does not apply to any structure that is not in use or operation due to on-going construction, maintenance, repair or replacement work.

Nonconforming Use of a Structure:

- a. Used for its intended uses and operation, subject to the provisions of this subsection;
- b. Damage: Restoration or Reconstruction;
- c. A nonconforming structure may be: Restored or reconstructed to its original size, height and dimensions, if damaged or destroyed, subject to compliance with applicable then current state or federal laws governing the construction and operation of WECS. Said restoration or reconstruction shall be upon (a) the original foundation, if feasible, or (b) the location of the original foundation, or (c) a new location that does not increase the nonconformity;
- d. A WECS Tower may be restored or reconstructed at its original location where it existed prior to construction of any primary structure following the initial approval and construction of the original tower, participant or non-participant.

Exceptions:

- a. Structural alterations or repairs of a nonconforming structure required by law shall be permitted;

- b. No nonconforming structure shall be structurally altered or enlarged in such a manner that would further increase the nonconformity, except that structural alterations or operations components related with normal maintenance, repairs and replacements may be permitted where there is no increase in the existing encroachments;
- c. Provided that the result is to change the status of a structure or use from nonconforming to conforming, such structure or use may be: Structurally altered, added to or enlarged, moved or relocated, in whole or part, expanded or extended, changed or, restored or reconstructed.

§ 153.08 FEES CHARGED FOR BUILDING PERMIT COMPLAINTS.

All complaints should be made directly to the Operation Facility Manager or their designee. Contact information for the Facility should be publicly accessible via a facility website and at the point of access to each tower site.

The Operation Facility Representative or their designee shall make the County aware of the complaint and remedies to the complaint in writing as soon as it is feasible to do so but no more than seventy-two (72) hours following receipt of the complaint. Both the Operator and the County shall keep a log of all complaints related to the project.

Should a complaint be validated that violates any of the criteria of approval, the turbine shall not be made operational until the violation has been resolved. Should it be necessary and safe to do so, the turbine may be made operational for the purpose of determining compliance.

The cost of investigation into any non-compliance of the approved special use or the permitted equipment throughout the life of the project shall be on the burden of the Facility Owner and all costs of said investigation shall be incurred by the Facility Owner. Operations of any wind tower or related equipment shall cease and remain nonoperational until said investigations have been completed and compliance requirements have been satisfied.

If a validated complaint cannot be mitigated, the owner/operator may seek a variance for the deviation of compliance to allow the continued operation of the turbine identified to be non-compliant. If the variance is not approved, the turbine shall be remain nonoperational until which time a feasible and agreeable solution can be determined.

§ 153.09 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.

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 \$ 5,000,000.00 per occurrence and \$10,000,000.00 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 noncontributory.

The applicant, owner or operator shall promptly increase such liability insurance if such amount is increased in the WECS Ordinance and the applicant, owner or operator is notified in writing of same by the County. The applicant shall provide evidence of such increased insurance to the Community Development Administrator.

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 60 days written notice has been given to the County.

Applicant shall also, to the fullest extent permitted by law, 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.

§ 153.10 DECOMMISSIONING PLAN.

1. ~~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.~~
2. ~~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:~~
 - a. ~~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;~~
 - b. ~~A written escrow agreement will be prepared, establishing upon what conditions the funds will be disbursed;~~
 - c. ~~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;~~
 - d. ~~The county is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning;~~
 - e. ~~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~~

- f. ~~Financial provisions shall not be so onerous as to make wind power projects unfeasible.~~

Decommissioning of a Facility shall include the removal of the following equipment/facilities utilized for operation of the Facility and located on Landowner property:

1. **Wind Turbine towers and blades;**
2. **Wind Turbine generators;**
3. **Wind Turbine foundations (to a depth of 5 feet);**
4. **Transformers;**
5. **Collection/interconnection substation (components, cable, and steel foundations), provided, however, that electrical collection cables at a depth of 5 feet or greater may be left in place;**
6. **Overhead collection system;**
7. **Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;**
8. **Access Road(s) (unless Landowner requests in writing that the access road is to remain);**
9. **Operation, maintenance, yard/staging area unless otherwise agreed to by the Landowner; and debris and litter generated by deconstruction and deconstruction crews;**
10. **The Facility Owner shall, at its expense, complete decommissioning of a commercial wind energy facility twelve (12) months after the end of the useful life of the facility;**
11. **Prior to issuance of the County building permit, the facility owner shall have the approval of the Decommissioning Plan and required financial assurance.**

Financial Assurance to cover the estimated costs of decommissioning of the Commercial Wind Energy Facility shall be at one hundred percent (100%) of the cost estimate submitted

and approved by the County. Financial assurance shall be made in the form of a surety or like bond and revaluated every four (4) years for economic relevance. Said revaluation must be performed by an independent third party Professional Engineer licensed in the State of Illinois and provided for review by the County. Should the County find reason to disagree with the revaluation, the County shall retain the services of an additional State of Illinois Licensed Professional Engineer, at the cost of the Facility Owner. Based on any revaluation, the County may require changes in the level of financial assurance used to calculate the phased coverages. **After all available decommissioning funds have been utilized the property owner of record is responsible for any remaining cost to complete the decommissioning plan.**

The financial assurance shall not release the surety from liability until the financial assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of decommissioning in the Plan if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if abandonment occurs.

The County shall require the revaluation of the estimated costs of decommissioning of any Commercial Wind Energy Facility following the fourth year of operation and every four years following, for the operational life of the Facility.

Upon abandonment, a period of twelve (12) months following the facility's end of life usefulness, the County may take all appropriate actions for decommissioning, including, drawing upon the financial assurance.

§ 153.11 FEES CHARGED FOR BUILDING PERMIT.

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: \$20 per foot of total **tower** height (including blades).

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

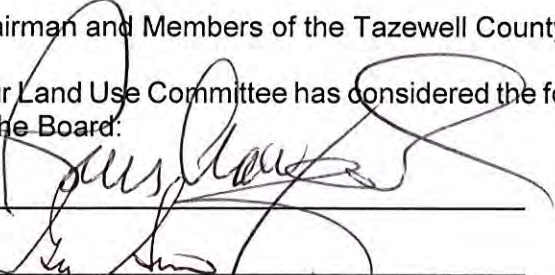
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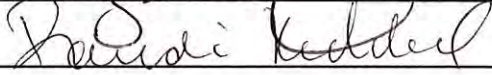
County Clerk
Tazewell County, Illinois


**COMMITTEE REPORT
(ZBA Case No. 23-31-A)
LU-23-10**


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 156, Solar Energy Systems of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

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

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

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

Adopted this _____ day of _____, 2023.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV, CHAPTER 156
WIND ENERGY CODE OF TAZEWELL COUNTY**

Proposed Amendment
(Zoning Board Case No. 23-31-A)

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

WHEREAS, a public hearing on said Amendment was held May 4, 2023, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

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

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

POSITIVE. The proposed amendment will promote orderly and safe development of Wind Energy Conversion System as renewable energy resources throughout Tazewell County, while complying with the State of Illinois.

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

POSITIVE. The proposed amendment will promote orderly and safe development of Wind Energy Conversion System as renewable energy resources throughout Tazewell County, while complying with the State of Illinois.

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

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

SECTION 1.

Areas amended by the Land Use Committee are notated in bold, red, italicized lettering.

(Add the language as bolded and underlined, remove all language as stricken.)

§ 156.02 DEFINITIONS.

AGRICULTURAL IMPACT MITIGATION AGREEMENT. The Agreement between the Facility Owner and the Illinois Mitigation Agreement Department of Agriculture (IDOA) described herein. (AIMA)

COMMERCIAL SOLAR ENERGY FACILITY (FACILITY). A solar energy conversion facility equal to or greater than 500 Energy Facility (Facility) kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018.

“Commercial solar energy facility” does not include a solar energy conversion facility:

- (1) for which a permit to construct has been issued before June 29, 2018;
- (2) that is located on land owned by the commercial solar energy facility owner;
- (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer’s electric meter and is primarily used to offset that customer’s electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts

COMMERCIAL SOLAR ENERGY FACILITY OWNER (FACILITY OWNER). A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be deemed to be a public utility as defined in the Public Utilities Act.

~~COMMERCIAL/LARGE SCALE SOLAR FARM.~~ A utility scale commercial facility that converts sunlight to electricity, whether by photovoltaics, concentrating solar thermal devices, or various experimental technologies for onsite or offsite use with the primary purpose of selling wholesale or retail generated electricity. A *COMMERCIAL SOLAR FARM* is the principal land use for the parcel on which it is located.

COMMERCIAL OPERATION DATE. The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.

DECOMMISSIONING/DECONSTRUCTION. The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA

DECOMMISSIONING PLAN. A plan prepared by a Professional Engineer, at the Facility's expense, that includes:

- (1) The estimated Deconstruction cost, in current dollars at the time of filing a building permit, for the Facility, considering among other things:
 - i. the number of solar panels, racking, and related facilities involved;
 - ii. the original Construction costs of the Facility;
 - iii. the size and capacity, in megawatts of the Facility;
 - iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs);
 - v. the Construction method and techniques for the Facility and for other similar facilities; and
- (2) A comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.

FACILITY OWNER. (i) a person with a direct ownership interest in a commercial solar energy facility, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility, and (ii) at the time the facility is being developed, a person who is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility.

FINANCIAL ASSURANCE. A reclamation bond or other commercial available financial assurance that is acceptable to the County, with the County as primary beneficiary and the landowners as secondary beneficiaries.

NONPARTICIPATING PROPERTY. Real property that is not a participating property.

NONPARTICIPATING RESIDENCE. A residence that is located on nonparticipating property and that is existing and occupied on the date that an application for a permit to develop the commercial solar energy facility is filed with the county.

OCCUPIED COMMUNITY BUILDING. Any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop the commercial solar energy facility is filed with the county: a school, place of worship, day care facility, public library, or community center.

PARTICIPATING RESIDENCE. A residence that is located on participating property and that is existing and occupied on the date that an application for a permit to develop the commercial wind energy facility or the commercial solar energy facility is filed with the county. "Protected lands" means real property that is:

- (1) Subject to a permanent conservation right consistent with the Real Property Conservation Rights Act; or
- (2) Registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.

PRIME FARMLAND. Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Services (NRCS) as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).

PROFESSIONAL ENGINEER. An engineer licensed to practice engineering in the State of Illinois, and who is determined to be qualified to perform the work described herein by mutual agreement of the County and the "facility owner".

PROTECTED LANDS. Real property that is subject to a permanent conservation right consistent with the Real Property Conservation Rights Act; or registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.

SOIL AND WATER CONSERVATION DISTRICT (SWCD). A local unit of government that provides technical and financial assistance to eligible landowners for the conservation of soil and water resources.

SUPPORTING FACILITIES. The transmission lines, substations, access roads, storage containers, and equipment associated with the generation and storage of electricity by the commercial solar energy facility.

USEFUL LIFE. A “facility” will be presumed to have no remaining “useful life” if: no electricity is generated for a period of twelve (12) months and the facility owner is not undertaking reasonable efforts to repair or decommission the facility or the “facility owner” fails, for a period of six (6) consecutive months, to pay the landowner amounts owed in accordance with the underlying agreement.

§ 156.06 ~~COMMERCIAL/LARGE SCALE SOLAR FARM (SES) ENERGY FACILITY~~

(A) A solar energy conversion facility equal to or greater than 500 Energy Facility (Facility) kilowatts in total nameplate capacity and ~~Ground-mount solar energy systems that are the primary use of the lot, designed for providing energy to off-site uses or export to the wholesale market require a special use in~~ A-1, A-2, I-1 and I-2 zoning ~~the Agriculture Districts the Conservation District and Industrial Districts and shall comply with §§ 157.435 through 157.447 all special use requirements for a Class A Special Use request, as specified in the Tazewell County Zoning Code.~~

(1) Special Use Requirements

(a) The facility owner shall follow the requirements for a Class A Special Use request, as specified in the Tazewell County Zoning Code. All other requirements found herein are not required prior to a request for special use but encouraged if available, however must be submitted and approved prior to issuance of siting permit for all Commercial Solar Energy Systems.

- (b) The County Board shall have final approval of all special use requests for the purpose of siting Solar and related substations and may only be placed in A-1 and, A-2, I-1 and I-2 zoning districts.
- (c) Prior to the public hearing, the facility owner must have entered into the Agricultural Impact Mitigation Agreement required by 55 ILCS 5/5-12020©. The facility owner's compliance with the AIMA shall be a condition of the special use.
- (b) A request for special use permit for a commercial solar energy conversion facility or modification of an approved special use permit, shall be approved if the request is in compliance with the standards and conditions imposed in Public Act 102-1123 and conditions imposed under any other State and/or federal statutes and regulations in addition to those specified herein.

(B) The following information shall also be submitted as part of the **building permit** application:

(3) *Fencing and weed/grass control.*

- (a) The applicant shall submit an acceptable pollinator friendly plan for property inside and outside the fenced area for the entire property. The Facility Owner shall work with SWCD to determine appropriate vegetation for the existing soils. The operating company or successor during the operation of the solar farm shall adhere to the pollinator friendly plan.
- (b) The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

- (c) The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.
- (d) The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
- (e) The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.
- (f) A commercial solar energy facility to be sited so that the facility's perimeter is enclosed by fencing having a height of at least 7 feet and no more than 25 feet; and
- (6) *Setbacks.*
- (a) Occupied Community Buildings - 150 feet from the nearest point on the outside wall of the structure
- (b) Nonparticipating Dwellings - 150 feet from the nearest point on the outside wall of the structure
- (c) Public Road Rights-of-Way – 50 feet from the nearest edge.
- (d) Boundary lines of Nonparticipating Property – 50 feet to the nearest point on the property line of the nonparticipating property.

(e) The requirements set forth in this subsection may be waived subject to the written consent of the owner of each affected nonparticipating property.

(7) Height. A commercial solar energy facility to be sited so that no component of a solar panel has a height of more than 20 feet above ground when the solar energy facility's arrays are at full tilt.

(8) *Fire protection.* A fire protection plan for the construction and the operation of the facility, and emergency access to the site. **The facility owner shall coordinate with the local fire districts by:**

(a) Submitting to the local fire department(s) a copy of the project site plan;

(b) Working cooperatively with the fire district(s) having jurisdiction to develop the fire emergency response plan. The Facility Owner shall cover the expense of any additional training agreed upon to be necessary by the Facility Owner and fire district. The Facility Owner shall, upon approval and prior to building permit issuance, submit the Emergency Response Plan and the contact information of the representative of the fire district(s) who has approved the plan.

Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

(9) *Endangered species and wetlands.* Solar farm developers shall **provide the results and recommendation from the consultation** be required to initiate a natural resource review consultation with the Illinois Department of Natural Resources (IDNR) through the Department's online EcoCat Program. Areas reviewed through this process will be endangered species and wetlands. The cost of the EcoCat consultation shall be borne by the developer.

- (10) The Facility Owner shall provide results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with (i) the "U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines"
- (11) The Facility Owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission.
- (12) The Facility Owner shall provide evidence of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.
- ~~(14)~~ (14) Noise Levels. Noise levels shall be regulated by the Illinois Pollution Control Board rules and regulations and the applicant shall certify that applicant's facility is in compliance with the same
- (15) 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.

16) Drainage Tile. Notwithstanding any other provision of law, a facility owner with siting approval from a county to construct a commercial wind energy facility is authorized to cross or impact a drainage system, including, but not limited to, drainage tiles, open drainage districts, culverts, and water gathering vaults, owned or under the control of a drainage district under the Illinois Drainage Code without obtaining prior agreement or approval from the drainage district, except that the facility owner shall repair or pay for the repair of any damage to the drainage system, in a manner that assures the tile line's proper operation at the point of repair, caused by the construction or deconstruction of the commercial wind energy facility within a reasonable time after construction of the commercial wind energy facility.

The following shall apply to the tile line repair:

- 1. The Facility Owner or their designee(s) will work with the Landowner to identify the tile lines traversing the property included within the Underlying Agreement which will be crossed or disturbed by the construction of the Facility. All tile lines identified in this manner will be shown on the Construction and Deconstruction Plans and staked or flagged in the locations where expected crossing or disturbance is anticipated prior to construction or deconstruction to alert construction and deconstruction crews to the possible need for tile line repairs.**
- 2. Tile lines that are damaged, cut, or removed shall be staked or flagged placed in such a manner they will remain visible until the permanent repairs are completed. In addition, the location of damaged drain tile lines will be recorded using Global Positioning Systems (GPS) technology.**

3. Temporary repair shall be made by the Facility Owner, their designee or the property owner until such time any of the aforementioned parties can make permanent repairs. If the tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made by any of those parties previously mentioned within 14 days (weather and soil conditions permitting) of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials or animals into the tile lines.
4. Where tile lines are severed by an excavation trench, repairs shall be made using the IDOA Drain Tile Repairs or as to agree to with the landowner.
5. If there is any dispute between the Landowner and the Facility Owner on the method of permanent tile line repair, the appropriate Soil and Water Conservation District's opinion shall be considered by the Facility Owner and the Landowner.
6. To the extent practicable, there will be a minimum of one foot of separation between the tile line and the Underground Cable whether the Underground Cable passes over or under the tile line. If the tile line was damaged as part of the excavation for installation of the Underground Cable, the Underground Cable will be installed with a minimum one foot clearance under or over the tile line to be repaired or otherwise to the extent practicable.
7. The original tile line alignment and gradient shall be maintained. A laser transit shall be used to ensure the proper gradient is maintained. A laser operated tiling machine shall be used to install or replace tiling segments of 100 linear feet or more unless otherwise agreed to with the landowner.

8. During Construction stage, all permanent tile line repairs must be made within fourteen (14) days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner.

9. Following Construction Maintenance and/or Decommissioning activities, the Facility Owner will utilize best practices to restore the drainage in the area to the condition it was before the commencement of the Construction/Decommissioning activities or those methods agreed to between the Landowner and the Facility Owner. If the Landowner and the Facility Owner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may – but is not required to – implement the recommendations of the appropriate County SWCD and such implementation would resolve the dispute.

10. Following completion of the work, the Facility Owner will be responsible for correcting or paying for the correction of all tile line repairs that fail due to Construction Maintenance and/or Decommissioning, provided any such failure was identified by the Landowner within twenty four (24) months after Construction or Decommissioning. The Facility Owner will not be responsible for tile line repairs that the Facility Owner pays the Landowner to perform. The Facility Owner will not be responsible for tile line repairs that the Facility Owner pays the Landowner to perform.

(11)(17)Decommissioning Plans and Financial Assurance of Commercial Solar Energy Facilities

- (a) Decommissioning of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:
- (i) Solar panels, cells and modules;
 - (ii) Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
 - (iii) Solar panel foundations, if used (to depth of 5 feet);
 - (iv) Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
 - (v) Overhead collection system components;
 - (vi) Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
 - (vii) Access Road(s) unless Landowner requests in writing that the access road is to remain;
 - (vii) Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
 - (ix) Debris and litter generated by Deconstruction and Deconstruction crews.
- (b) The Facility Owner shall, at its expense, completely Decommission of a Facility within twelve months after the end of the useful life of the Facility.
- (c) Prior to issuance of the County building permit, the facility owner shall have the approval of the Decommissioning Plan and required financial assurance.

Financial Assurance to cover the estimated costs of decommissioning of the Commercial Solar Energy Facility shall be at one hundred percent (100%) of the cost estimate submitted and approved by the County. Financial assurance shall be made in the form of a surety or like bond and revaluated every four (4) years for economic relevance. Said revaluation must be performed by an independent third party Professional Engineer licensed in the State of Illinois and provided for review by the County. Should the County find reason to disagree with the revaluation, the County shall retain the services of an additional State of Illinois Licensed Professional Engineer, at the cost of the Facility Owner. Based on any revaluation, the County may require changes in the level of financial assurance used to calculate the phased coverages. **After all available decommissioning funds have been utilized the property owner of record is responsible for any remaining cost to complete the decommissioning plan.**

The financial assurance shall not release the surety from liability until the financial assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of decommissioning in the Plan if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if abandonment occurs.

The County shall require the revaluation of the estimated costs of decommissioning of any Commercial Solar Energy Facility following the fourth year of operation and every four years following, for the operational life of the Facility.

Upon abandonment, a period of twelve (12) months following the

facility's end of life usefulness, the County may take all appropriate actions for decommissioning, including, drawing upon the financial assurance.

§ 156.10 FEES CHARGED FOR BUILDING PERMITS.

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

0 - 10 kilowatts (kW)	\$200
11 - 50 kilowatts (kW)	\$350
51 - 100 kilowatts (kW)	\$500
101 - 500 kilowatts (kW)	\$1,000
501 - 1,000 kilowatts (kW)	\$3,000
1,001 - 2,000 kilowatts (kW)	\$5,000
Over 2,000 kilowatts (kW)	\$5,000 + \$100/ 100kW (previous update)

§ 156.99 PENALTY.

All complaints should be made directly to the Operation Facility Manager or their designee. Contact information for the Facility should be publicly accessible via a facility website and at the point of access to each site.

The cost of investigation into any non-compliance of the approved special use or the permitted equipment throughout the life of the project shall be on the burden of the Facility Owner and all costs of said investigation shall be incurred by the Facility Owner.

Any person, firm or cooperation who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any of the provisions of this chapter may face fines of not less than \$25 nor more than \$500 for each offense or revocation of the special use as approved.

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:

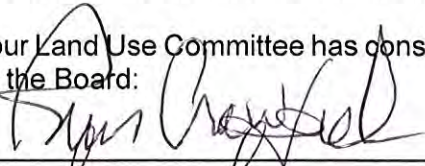

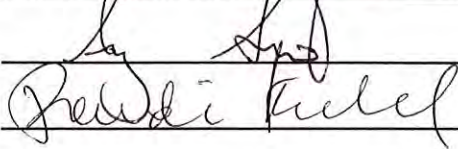

County Clerk

Tazewell County, Illinois

**COMMITTEE REPORT
(ZBA Case No. 23-37-S)
LU-23-11**

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 proposed Ordinance to grant a Special Use under the provisions 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,

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 Adopted and the petition for said Special Use 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 American Legal Publishing Corporation and Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

Adopted this _____ day of _____, 2023.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

**AN ORDINANCE GRANTING A SPECIAL USE
UNDER THE PROVISIONS OF TITLE XV,
CHAPTER 157, ZONING CODE OF TAZEVELL COUNTY
ON PETITION OF HOSTA SOLAR, LLC**

(Zoning Board Case No. 23-37-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by HOSTA SOLAR, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 23-37-S was held by the Tazewell County Zoning Board of Appeals on May 2, 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 denial; and

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

- 1. *The Special Use shall, in all other respects, conform to the applicable regulations of the Tazewell County Zoning Ordinance for the district in which it is located.*

(POSITIVE) The proposed special use is seeking to develop a commercial/large scale solar farm in an A-1 agricultural preservation district. Large scale solar farms are a permitted special use within an A-1 district therefore the proposed special use conforms to the Tazewell Zoning Code.

- 2. *The Special Use will be consistent with the purposes, goals, objectives, and standards of the officially adopted County Comprehensive Land Use Plan and these regulations, or of any officially adopted Comprehensive Plan of a municipality with a 1.5 mile planning jurisdiction.*

(NEGATIVE) The site is situated within the 1.5 mile planning jurisdiction of the City of East Peoria and they are opposed due to the lack of potential future growth in this area should the proposed site be approved and potentially locked lease for a significant number of years.

- 3. *The petitioner has met the requirements of Article 25 of the Tazewell County Zoning Code.*

(POSITIVE) Per the application, the requirements of Article 25 of the Tazewell County Zoning Code have been met.

4. *The Site shall be so situated as to minimize adverse effects, including visual impacts on adjacent properties.*

(NEGATIVE) The development of a large scale commercial solar farm within an A-1 district is a permitted special use. Large scale solar farms are compatible with A-1 districts, however A-1 districts can be very rural and secluded in nature or can contain or be situated immediately adjacent to more densely populated areas. The particular site selected is immediately adjacent to several existing, larger lot residential properties. The installation of a commercial solar farm will significantly impact and alter the landscape. Although the site is proposed to be screened with fencing and vegetation to limit visual impacts, it is believed it will adversely affect the adjacent properties.

5. *The establishment, maintenance or operation of the Special Use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.*

(NEGATIVE) The particular site selected is immediately adjacent to several existing, larger lot residential properties. Approval of the case and installation of a commercial solar farm may have a negative effect on these properties. The potential lack of adequate long term maintenance is a public health concern related to noxious weeds and waste accumulation. Public safety is a concern related to the proximity of several residence in the unfortunate event of a fire.

6. *The Special Use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.*

(NEGATIVE) The particular site selected is immediately adjacent to several existing, larger lot residential properties. Approval of the case and installation of a commercial solar farm may have a negative effect on these properties. The installation of a commercial solar farm will significantly impact and alter the landscape from what it is today and therefore may limit the enjoyment of the adjacent residences and passersby.

7. *The Special Use shall not substantially diminish and impair property values within the neighborhood.*

(NEGATIVE) The development of a large scale commercial solar farm within an A-1 district is a permitted special use. Large scale solar farms are compatible with A-1 districts, however A-1 districts can be very rural and secluded nature or can contain or be immediately adjacent to more densely populated areas. No evidence was provided for a project similar in nature to adequately ensure that the approval of this request and installation of a commercial solar farm in this location will not substantially diminish or impair property values.

8. *That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.*

(POSITIVE) Per the applicant the project will provide adequate utilities, access roads, and will not require sewage, water, or natural gas resources on site.

9. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets.*

(POSITIVE) The posed project will install a single access road from Springfield Rd and will not pose a significant traffic increase in the area. The applicant anticipates only a few cars per month.

10. *The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels as would hinder the operation or expansion of such operation.*

Not Applicable

11. *Evidence presented establishes that granting the use, which is located more than one-half mile from a livestock feeding operation, will not hinder the operation or expansion of such operation.*

Not Applicable

12. *Seventy-five percent (75%) of the site contains soils having a productivity index of less than 125.*

(POSITIVE) The proposed parcel does contain soil that is prime for agriculture but after the lease of this project ends the land can be reverted back into farmland.

13. *The Special Use is consistent with the existing uses of property within the general area of the property in question.*

(NEGATIVE) The development of a large scale commercial solar farm within an A-1 district is a permitted special use. Large scale solar farms are compatible with A-1 districts, however A-1 districts can be very rural and secluded in nature or can contain or be situated immediately adjacent to more densely populated areas. The particular site selected is immediately adjacent to several existing, larger lot residential properties and therefore would not be compatible with existing uses of property within the general area.

14. *The property is suitable for the Special Use as proposed.*

(NEGATIVE) The development of a large scale commercial solar farm within an A-1 district is a permitted special use. Large scale solar farms are compatible with A-1 districts, however A-1 districts can be very rural and secluded in nature or can contain or be situated immediately adjacent to more densely populated areas. The particular site selected is immediately adjacent to several existing, larger lot residential properties and therefore would not be compatible with existing uses of property within the general area nor suitable for the Special use proposed.

which findings of fact are hereby **Adopted** by the County Board as the reason for **Denying** the Special Use request.

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

SECTION I. The petition of Hosta Solar, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Owner of Property: Walter R Eisele Estate c/o Paul E. Smith Jr. Executor 20659 Eisele Rd. East Peoria, Il 61611

Currently a Part of P.I.N. 05-05-22-100-032 and 05-05-15-300-009; approximate 34 acres of a combined 73+/- acres located in part of the N ½ of the NW ¼ of Sec 22 and Pt of Lot E in the SW ¼ of Sec 15, T25N, R4W of the 3rd P.M., Groveland Twp., Tazewell Co., IL;

located immediately to the West of the intersection of Eisele Rd and Springfield Rd along the North side of Eisele Rd. East Peoria, IL 61611

is hereby granted.

SECTION II. The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

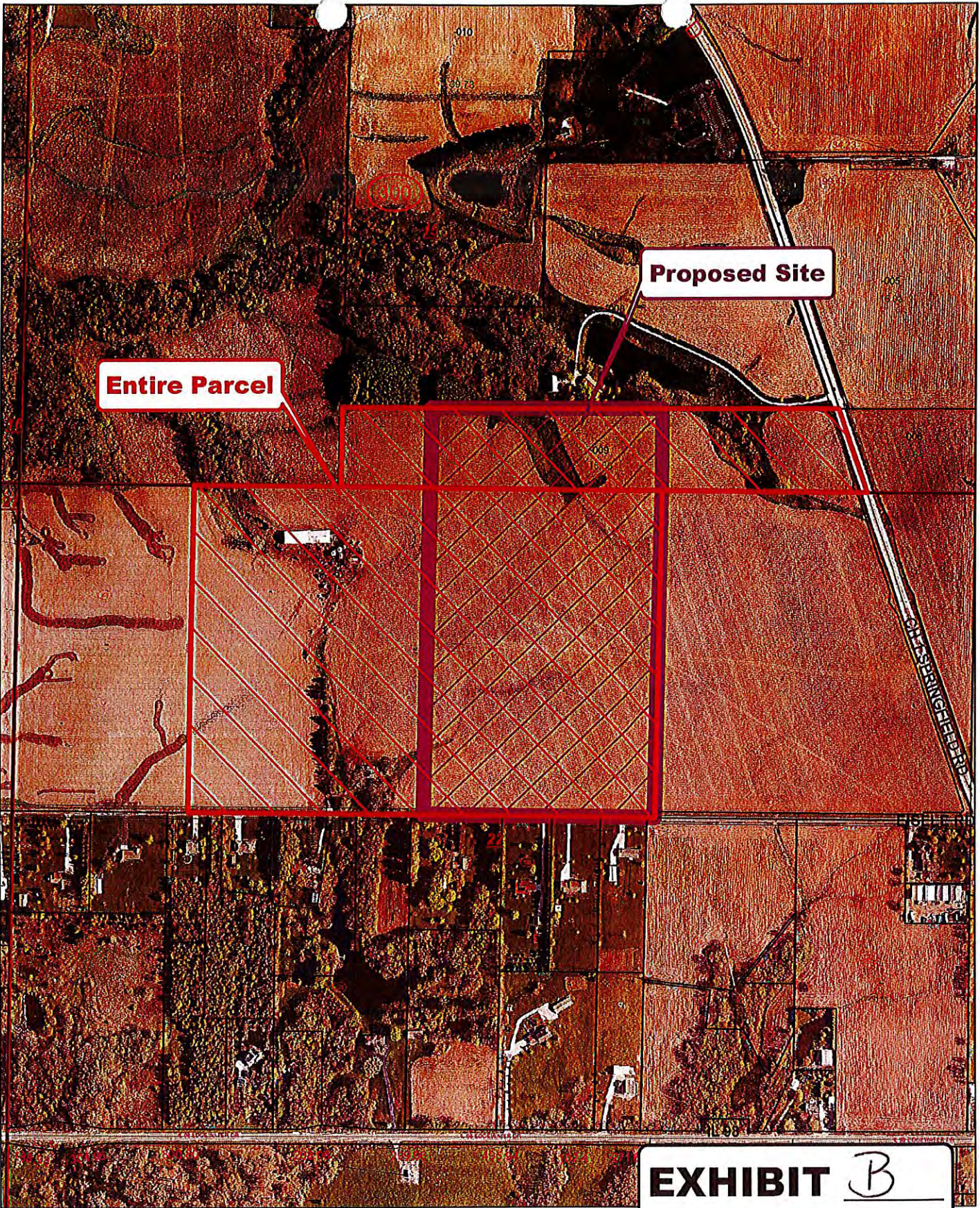
PASSED AND ADOPTED this _____ day of _____, 2023.

Ayes _____ Nays _____ Absent _____

Chairman
Tazewell County Board

ATTEST:

County Clerk
Tazewell County, Illinois



0 140 280 560 840 1,120 Feet

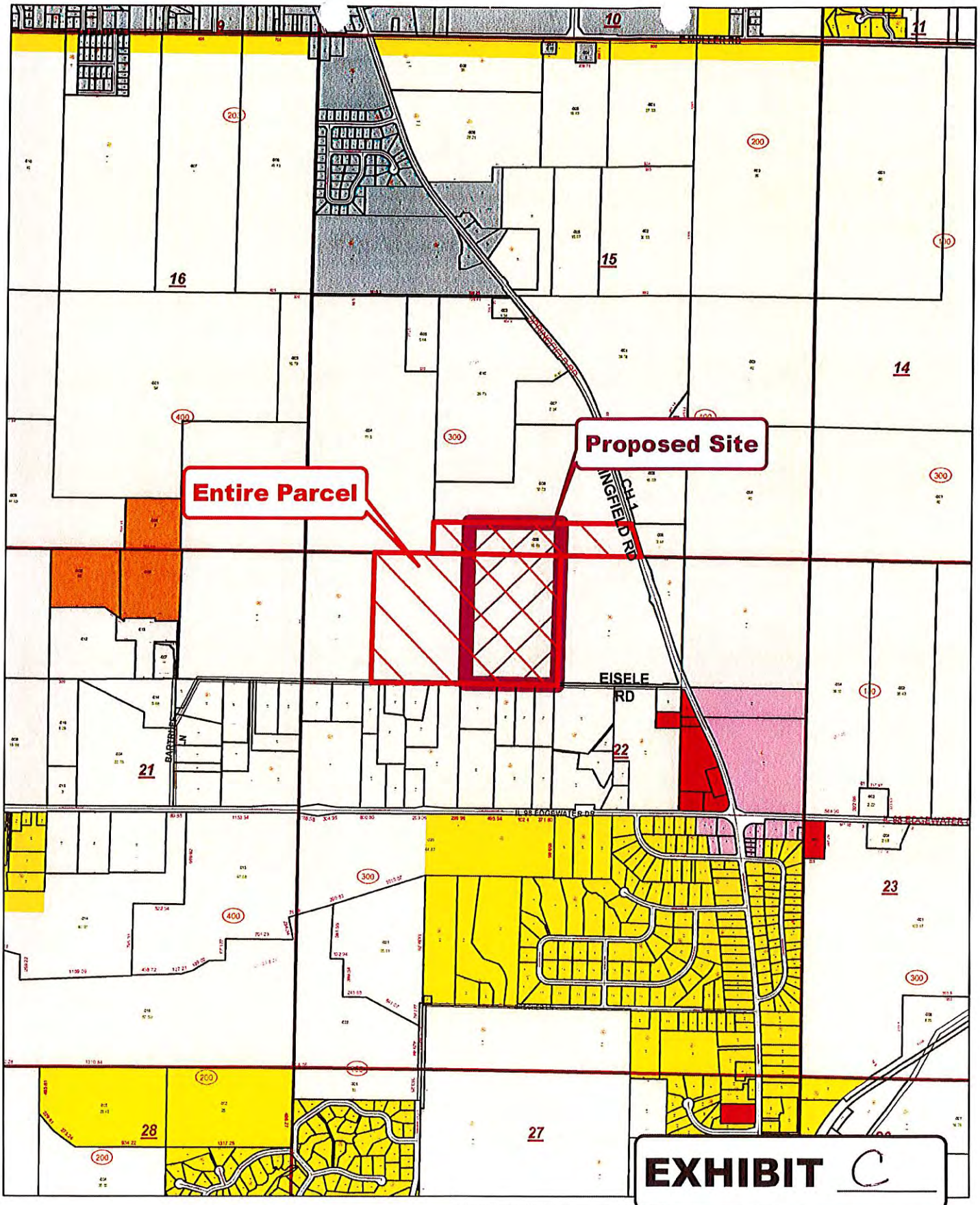
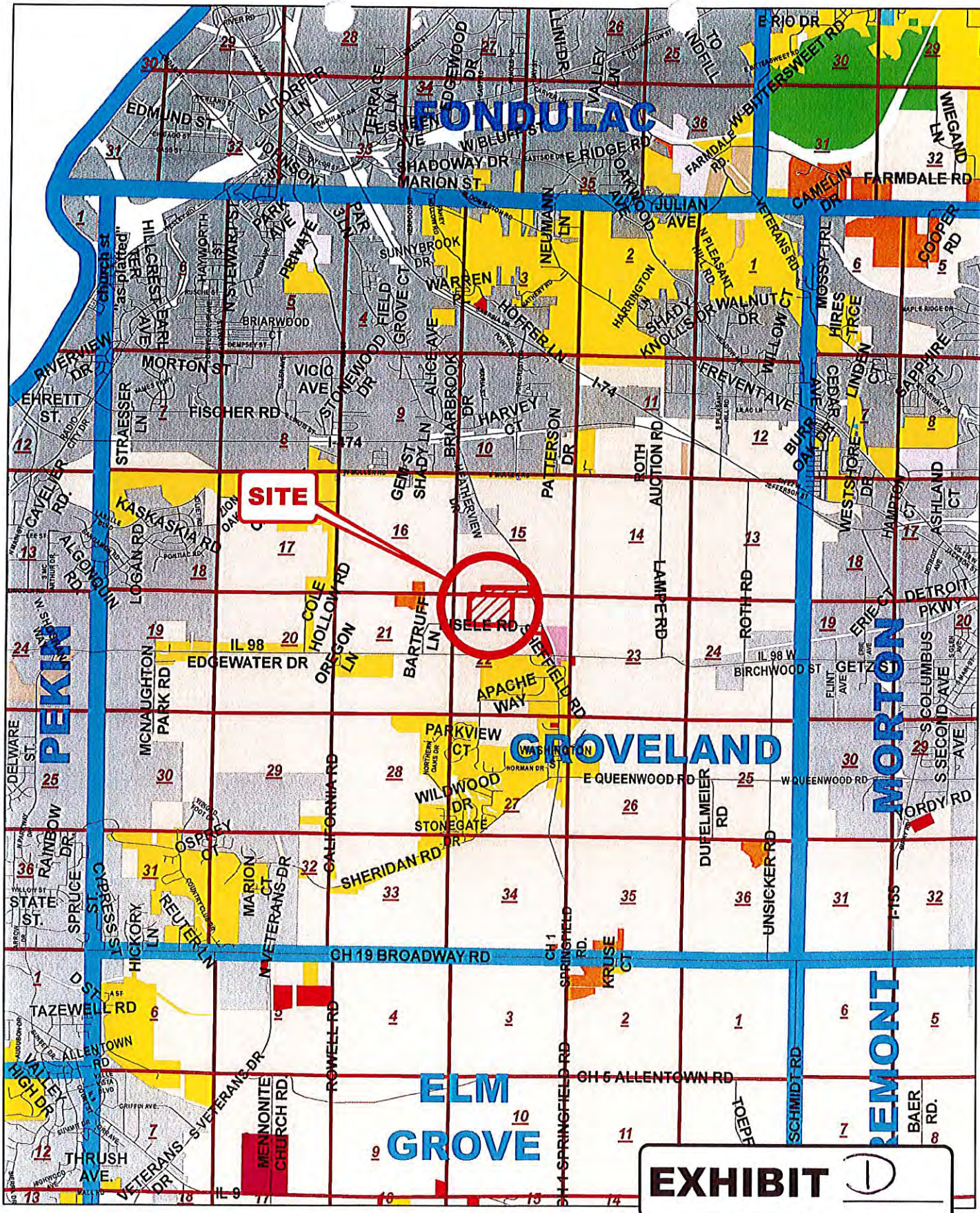


EXHIBIT C

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



SITE



EXHIBIT D



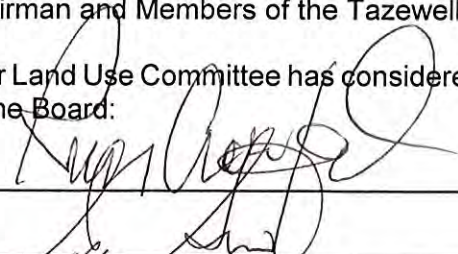
0 1,550 3,100 6,200 9,300 12,400 Feet

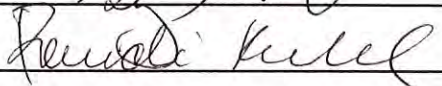
Zoning District	
A-1	C-1
AG Area	CITY
A-2	C-2
CONS	I-1
I-2	R-1
R-2	R-R


**COMMITTEE REPORT
(ZBA Case No. 23-38-S)
LU-23-12**

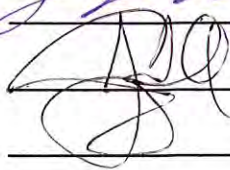
Chairman and Members of the Tazewell County Board:

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 proposed Ordinance to grant a Special Use under the provisions 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,

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 Special Use 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 American Legal Publishing Corporation and Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

Adopted this _____ day of _____, 2023.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

**AN ORDINANCE GRANTING A SPECIAL USE
UNDER THE PROVISIONS OF TITLE XV,
CHAPTER 157, ZONING CODE OF TAZEVELL COUNTY
ON PETITION OF CATMINT SOLAR, LLC**

(Zoning Board Case No. 23-38-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by CATMINT SOLAR, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 23-38-S was held by the Tazewell County Zoning Board of Appeals on May 2, 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 denial; and

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

1. *The Special Use shall, in all other respects, conform to the applicable regulations of the Tazewell County Zoning Ordinance for the district in which it is located.*

(POSITIVE) The proposed special use is seeking to develop a commercial/large scale solar farm in an A-1 agricultural preservation district. Large scale solar farms are a permitted special use within an A-1 district therefore the proposed special use conforms to the Tazewell Zoning Code.

2. *The Special Use will be consistent with the purposes, goals, objectives, and standards of the officially adopted County Comprehensive Land Use Plan and these regulations, or of any officially adopted Comprehensive Plan of a municipality with a 1.5 mile planning jurisdiction.*

(NEGATIVE) The site is situated within the 1.5 mile planning jurisdiction of the City of East Peoria and they are opposed due to the lack of potential future growth in this area should the proposed site be approved and potentially locked lease for a significant number of years.

3. *The petitioner has met the requirements of Article 25 of the Tazewell County Zoning Code.*

(POSITIVE) Per the application, the requirements of Article 25 of the Tazewell County Zoning Code have been met.

4. *The Site shall be so situated as to minimize adverse effects, including visual impacts on adjacent properties.*

(NEGATIVE) The development of a large scale commercial solar farm within an A-1 district is a permitted special use. Large scale solar farms are compatible with A-1 districts, however A-1 districts can be very rural and secluded in nature or can contain or be situated immediately adjacent to more densely populated areas. The particular site selected is immediately adjacent to several existing, larger lot residential properties. The installation of a commercial solar farm will significantly impact and alter the landscape. Although the site is proposed to be screened with fencing and vegetation to limit visual impacts, it is believed it will adversely affect the adjacent properties.

5. *The establishment, maintenance or operation of the Special Use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.*

(NEGATIVE) The particular site selected is immediately adjacent to several existing, larger lot residential properties. Approval of the case and installation of a commercial solar farm may have a negative effect on these properties. The potential lack of adequate long term maintenance is a public health concern related to noxious weeds and waste accumulation. Public safety is a concern related to the proximity of several residence in the unfortunate event of a fire.

6. *The Special Use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.*

(NEGATIVE) The particular site selected is immediately adjacent to several existing, larger lot residential properties. Approval of the case and installation of a commercial solar farm may have a negative effect on these properties. The installation of a commercial solar farm will significantly impact and alter the landscape from what it is today and therefore may limit the enjoyment of the adjacent residences and passersby.

7. *The Special Use shall not substantially diminish and impair property values within the neighborhood.*

(NEGATIVE) The development of a large scale commercial solar farm within an A-1 district is a permitted special use. Large scale solar farms are compatible with A-1 districts, however A-1 districts can be very rural and secluded nature or can contain or be immediately adjacent to more densely populated areas. No evidence was provided for a project similar in nature to adequately ensure that the approval of this request and installation of a commercial solar farm in this location will not substantially diminish or impair property values.

8. *That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.*

(POSITIVE) Per the applicant the project will provide adequate utilities, access roads, and will not require sewage, water, or natural gas resources on site.

9. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets.*

(POSITIVE) The posed project will install a single access road from Springfield Rd and will not pose a significant traffic increase in the area. The applicant anticipates only a few cars per month.

10. *The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels as would hinder the operation or expansion of such operation.*

Not Applicable

11. *Evidence presented establishes that granting the use, which is located more than one-half mile from a livestock feeding operation, will not hinder the operation or expansion of such operation.*

Not Applicable

12. *Seventy-five percent (75%) of the site contains soils having a productivity index of less than 125.*

(POSITIVE) The proposed parcel does contain soil that is prime for agriculture but after the lease of this project ends the land can be reverted back into farmland.

- 13. *The Special Use is consistent with the existing uses of property within the general area of the property in question.*

(NEGATIVE) The development of a large scale commercial solar farm within an A-1 district is a permitted special use. Large scale solar farms are compatible with A-1 districts, however A-1 districts can be very rural and secluded in nature or can contain or be situated immediately adjacent to more densely populated areas. The particular site selected is immediately adjacent to several existing, larger lot residential properties and therefore would not be compatible with existing uses of property within the general area.

- 14. *The property is suitable for the Special Use as proposed.*

(NEGATIVE) The development of a large scale commercial solar farm within an A-1 district is a permitted special use. Large scale solar farms are compatible with A-1 districts, however A-1 districts can be very rural and secluded in nature or can contain or be situated immediately adjacent to more densely populated areas. The particular site selected is immediately adjacent to several existing, larger lot residential properties and therefore would not be compatible with existing uses of property within the general area nor suitable for the Special use proposed.

which findings of fact are hereby Adopted by the County Board as the reason for Denying the Special Use request.

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

SECTION I. The petition of Hosta Solar, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Owner of Property: Walter R Eisele Estate c/o Paul E. Smith Jr. Executor 20659 Eisele Rd. East Peoria, Il 61611

Currently a Part of P.I.N. 05-05-22-200-001 and 05-05-15-300-009; approximate 32 acres of a combined 48 acres located in part of the NW ¼ of the NE ¼ of Sec 22 and Pt of Lot E in the SW ¼ of Sec 15, T25N, R4W of the 3rd P.M., Groveland Twp., Tazewell Co., IL; located immediately North of the intersection of Eisele Rd and Springfield Rd along the West side of Springfield Rd. East Peoria, IL 61611.

is hereby granted.

SECTION II. The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

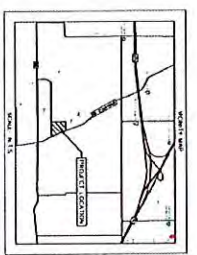
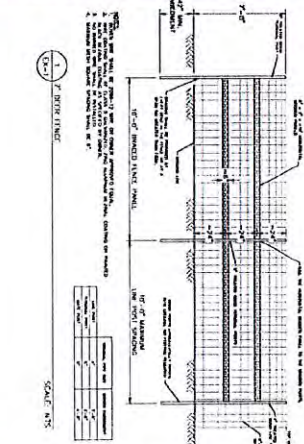
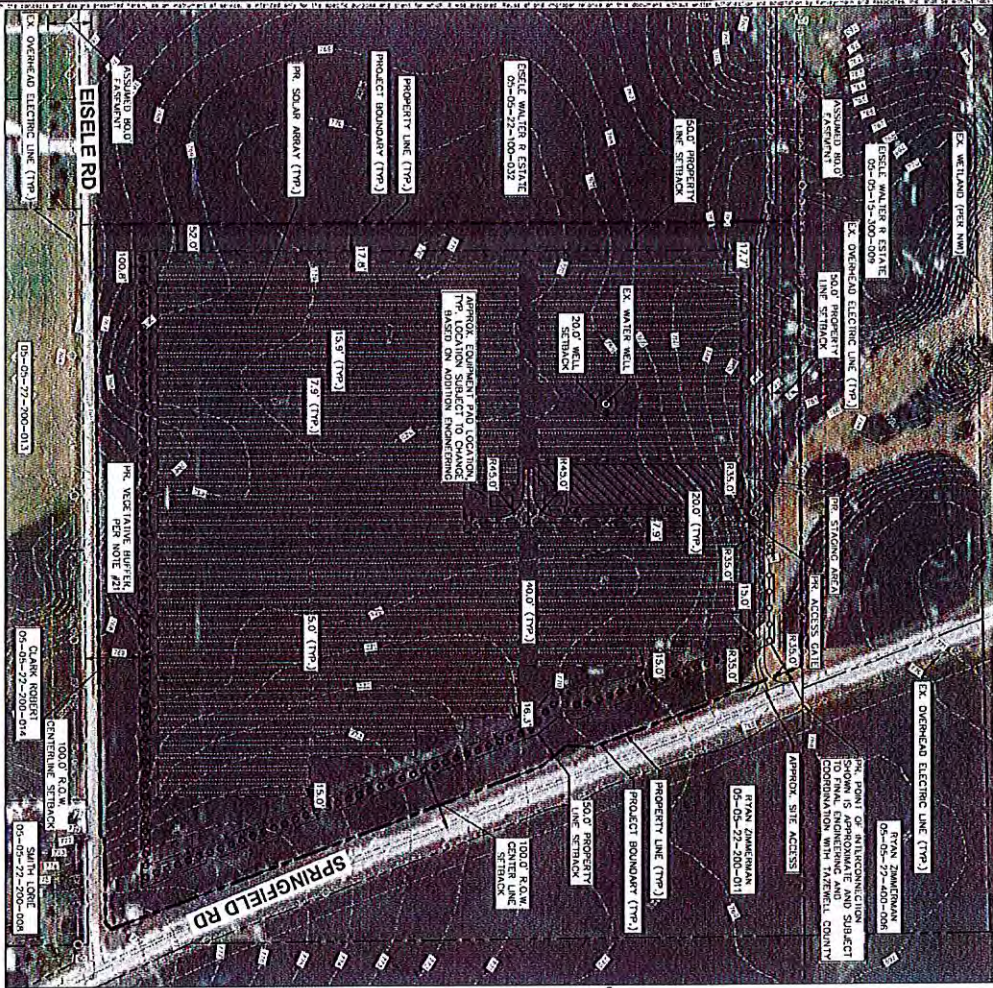
PASSED AND ADOPTED this _____ day of _____, 2023.

Ayes _____ Nays _____ Absent _____

Chairman, Tazewell County Board

ATTEST:

County Clerk, Tazewell County, Illinois



SITE DATA TABLE	
PROJECT NO.	09-05-27-200-001
PROJECT NAME	CULTIVATE POWER
OWNER	CULTIVATE POWER, LLC
DESIGNER	KIMLEY-HORN AND ASSOCIATES, P.C.
DATE	09-05-27-200-001
SCALE	AS SHOWN
PROJECT LOCATION	TAZZELL COUNTY, KY
PROJECT NUMBER	11-2551
DATE	09-05-27-200-001
PROJECT NO.	09-05-27-200-001

NOTES

1. THE PROPERTY OF THIS PLAN IS THE PROPERTY OF THE CLIENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CLIENT.
2. THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER DESIGN OR CONTRACT.
3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENT.
4. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL SURVEY DATA AND RECORDS.
5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY.
6. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES RECORDS AND INFORMATION.
7. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL AND HISTORIC PRESERVATION RECORDS AND INFORMATION.
8. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY GEOTECHNICAL AND FOUNDATION RECORDS AND INFORMATION.
9. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY SOIL TESTS AND ANALYSIS.
10. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY HYDROLOGICAL AND DRAINAGE RECORDS AND INFORMATION.
11. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAFFIC AND TRANSPORTATION RECORDS AND INFORMATION.
12. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LAND USE AND ZONING RECORDS AND INFORMATION.
13. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TAX AND FINANCIAL RECORDS AND INFORMATION.
14. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL AND TITLE RECORDS AND INFORMATION.
15. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND LIABILITY RECORDS AND INFORMATION.
16. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY CONTRACT AND AGREEMENT RECORDS AND INFORMATION.
17. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY CORRESPONDENCE AND COMMUNICATION RECORDS AND INFORMATION.
18. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PROJECT AND SITE RECORDS AND INFORMATION.
19. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY AS-BUILT RECORDS AND INFORMATION.
20. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL RECORDS AND INFORMATION.

PRELIMINARY NOT FOR CONSTRUCTION

CULTIVATE POWER
CATMINT SOLAR, LLC
 TAZZELL COUNTY, KY

SITE PLAN

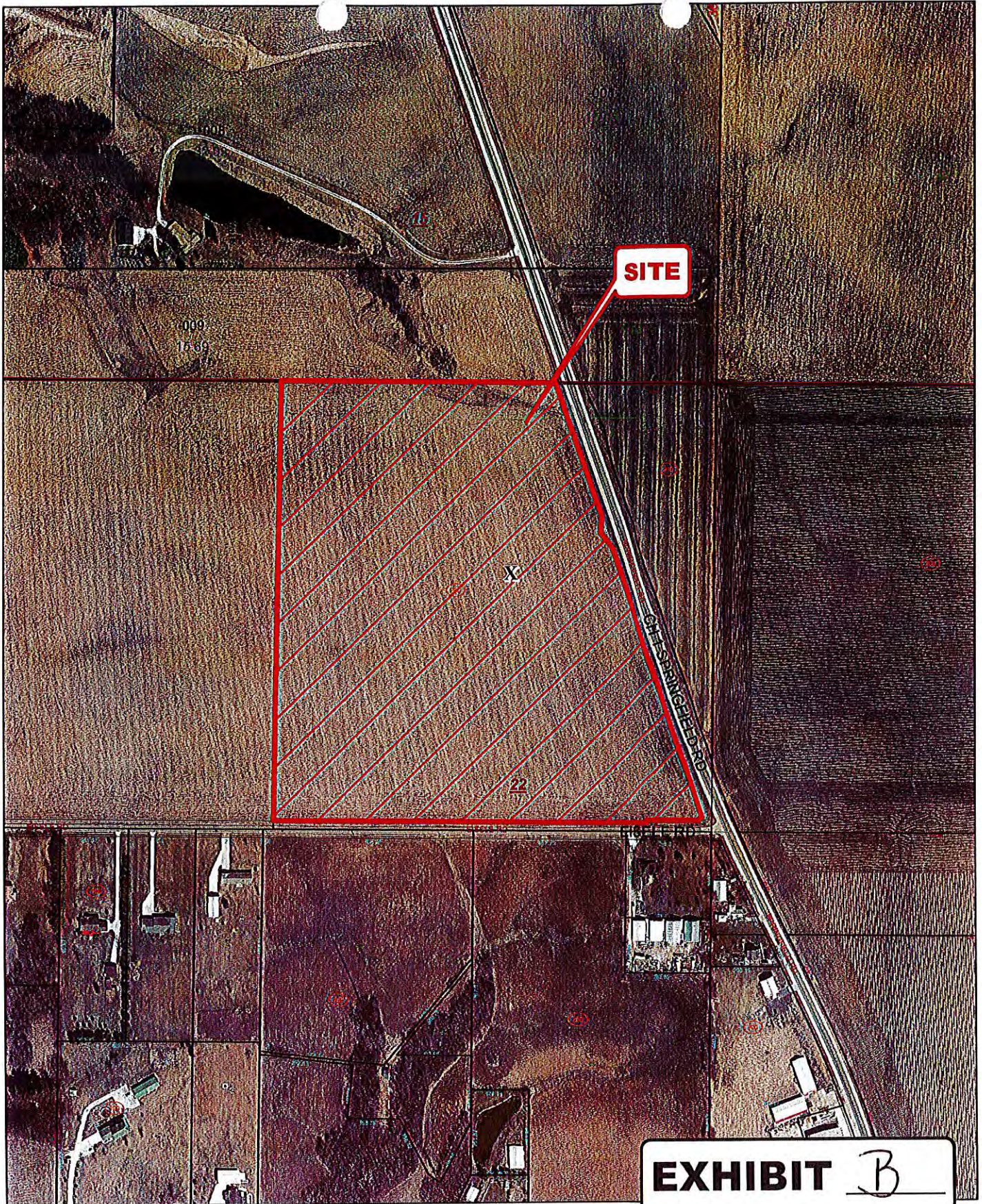
KIMLEY-HORN PROJECT NO. 11-2551
 ORIGINAL DATE 02/22/2022
 SCALE AS SHOWN
 DRAWN BY [unreadable]
 CHECKED BY [unreadable]
 DESIGNED BY [unreadable]

Kimley-Horn
 © 2023 KIMLEY-HORN AND ASSOCIATES, P.C.
 570 LAKE COOK ROAD, SUITE 200
 FARMINGTON, KY 40325
 KIMLEY-HORN.COM

CULTIVATE POWER

NO.	REVISIONS	DATE

EXHIBIT



SITE

EXHIBIT B



0 100 200 400 600 800 Feet

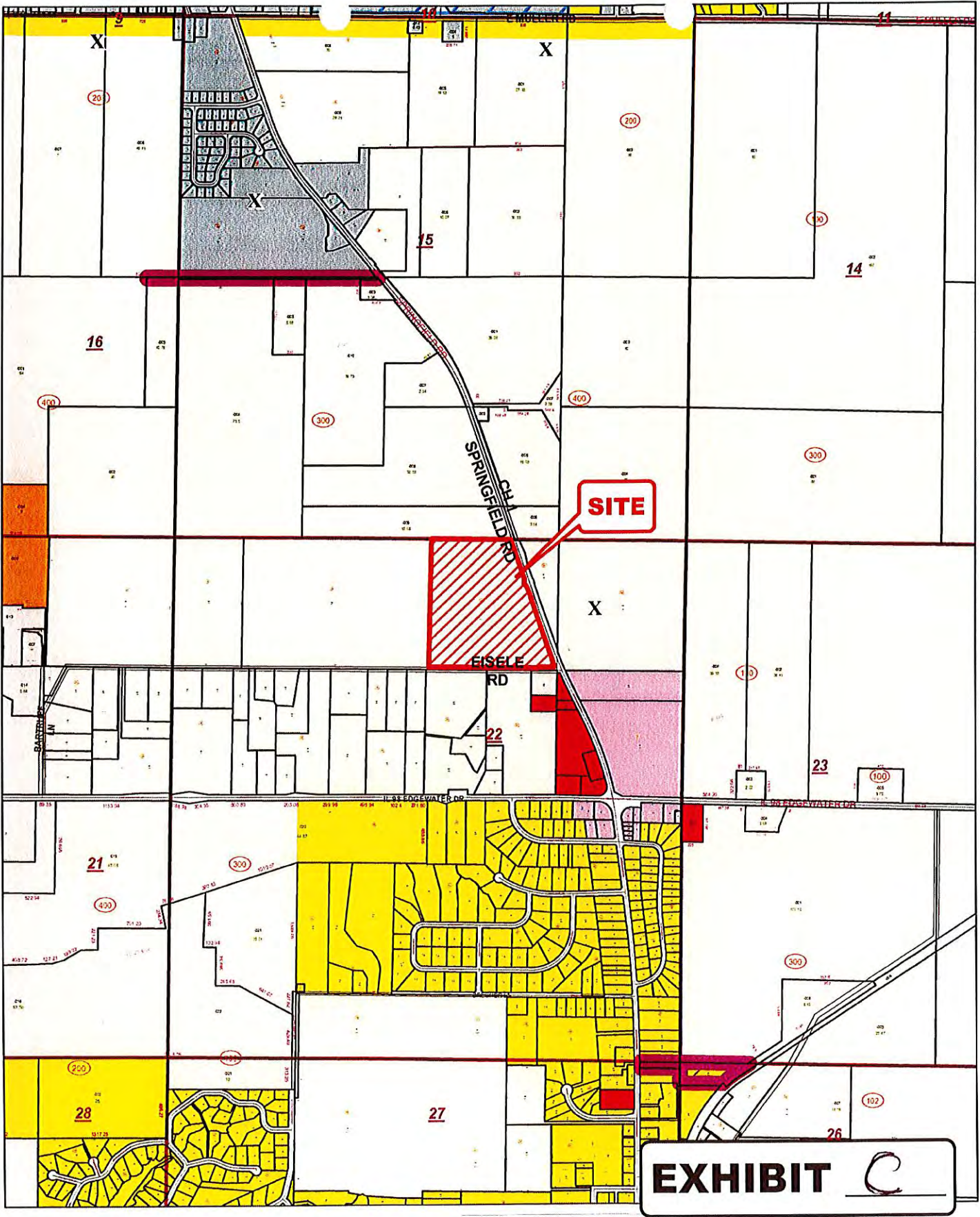
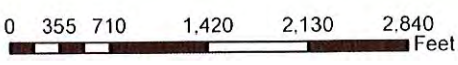
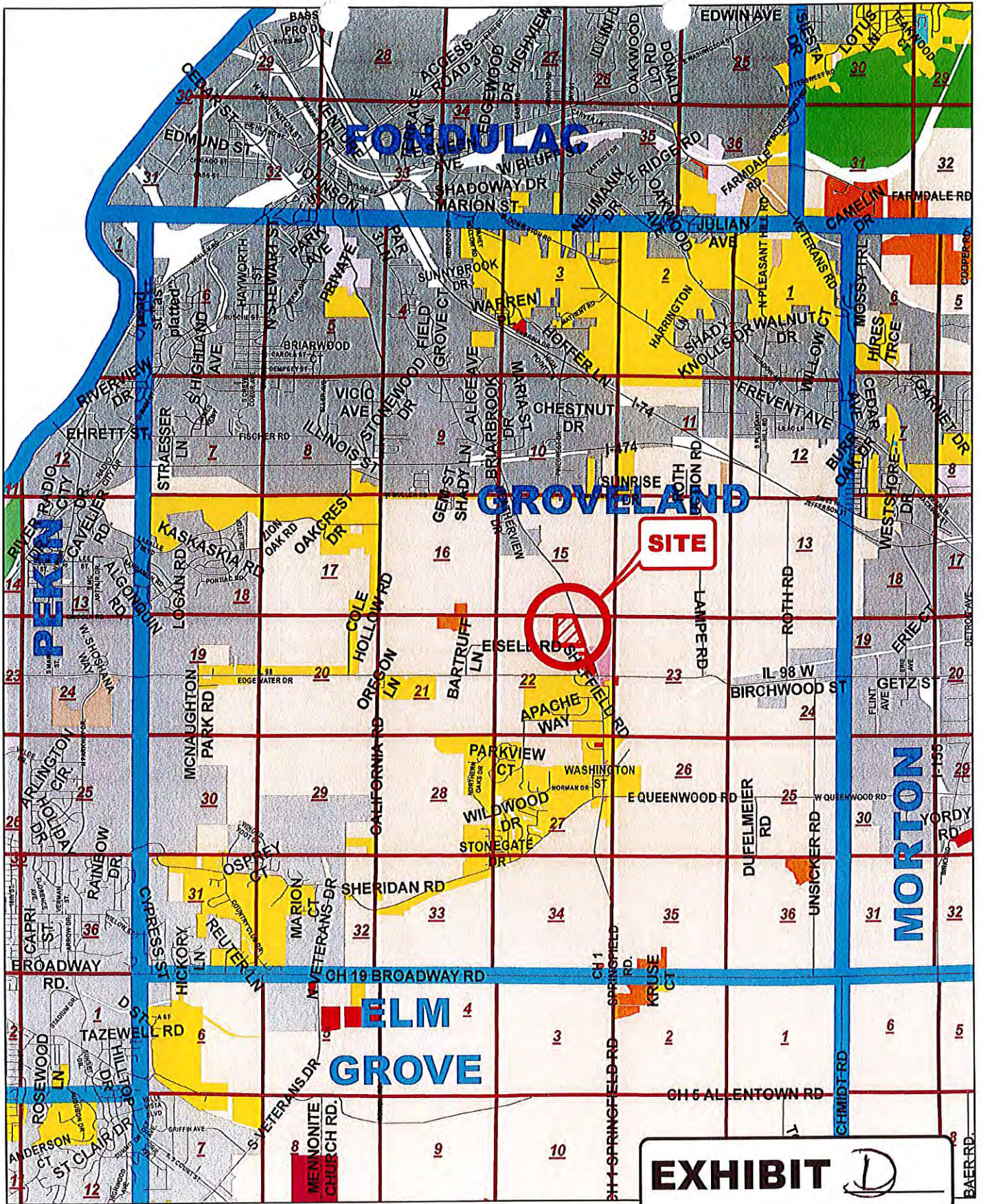


EXHIBIT C



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



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

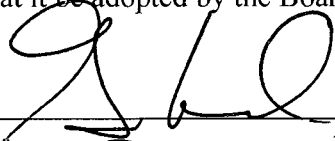
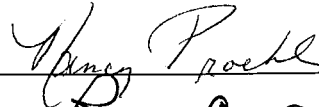
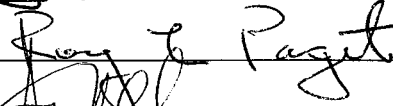
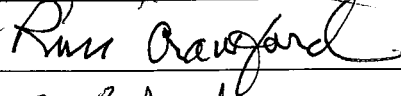
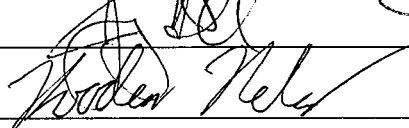

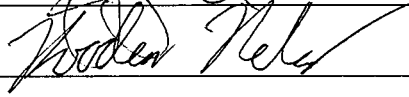
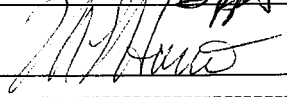
Zoning District	A-1	C-1	CITY	I-1	R-1	R-R
AG Area	A-2	C-2	CONS	I-2	R-2	

T-23-15

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.

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board and the Illinois Department of Transportation, accepted the following low bid:

Section 21-00000-02-MG (Salt Storage Building): To Stark Excavating, Inc., in the amount of \$1,173,450.00 to be paid from Motor Fuel Tax Funds, Line Item 212-400-5530.

THEREFORE BE IT RESOLVED that the County Board award the contract, subject to approval of the appropriated Motor Fuel Tax funds by the Illinois Department of Transportation, as recommended by the Transportation Committee.

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

ADOPTED this 31st day of May, 2023

ATTEST:

County Clerk

County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

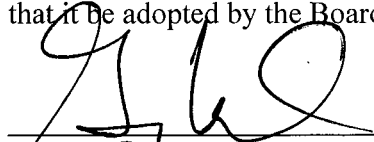
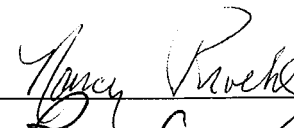
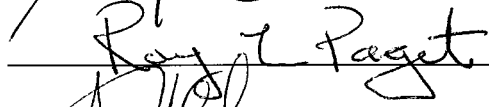
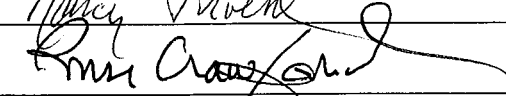
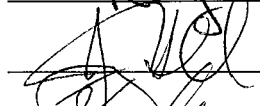
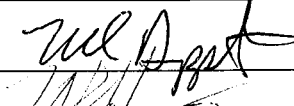
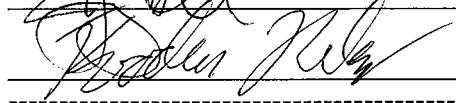
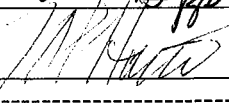
Sheet 1 of 1

Tazewell County						DATE: May 18, 2023					
Sec. 21-00000-02-MG						Stark Excavating		Otto Baum Company		Greenfield Contractors	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	CIVIL SITE WORK (BASE BID)	L SUM	1	\$ 482,586.00	\$ 482,586.00	\$380,000.00	\$ 380,000.00	\$361,822.00	\$ 361,822.00	\$420,000.00	\$ 420,000.00
2	DOME MATERIAL & INSTALLATION	L SUM	1	\$ 166,180.00	\$ 166,180.00	\$196,000.00	\$ 196,000.00	\$287,953.00	\$ 287,953.00	\$163,000.00	\$ 163,000.00
3	CONCRETE FOUNDATION WALL	L SUM	1	\$ 351,900.00	\$ 351,900.00	\$501,500.00	\$ 501,500.00	\$540,293.00	\$ 540,293.00	\$605,000.00	\$ 605,000.00
4	ELECTRICAL WORK	L SUM	1	\$ 20,700.00	\$ 20,700.00	\$ 22,250.00	\$ 22,250.00	\$ 19,108.00	\$ 19,108.00	\$ 21,360.00	\$ 21,360.00
	Total Base Bid				\$ 1,021,366.00		\$ 1,099,750.00		\$ 1,209,176.00		\$ 1,209,360.00
5	ALTERNATE BID #1 (PCC PVMT.)	L SUM	1	\$ 91,000.00	\$ 91,000.00	\$ 73,700.00	\$ 73,700.00		\$ 14,904.00	\$ 40,000.00	\$ 40,000.00
	Total Base Bid & Alternate Bid				\$ 1,112,366.00		\$ 1,173,450.00		\$ 1,224,080.00		\$ 1,249,360.00

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.

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board, accepted the following low bid:

Section 23-00000-06-GM (3.916 Miles: Bituminous Surface Treatment, Class A-1 on Various Roads in Tazewell County): To R.A. Cullinan & Son, a Division of UCM, in the amount of \$193,802.51, to be paid from County Matching Tax Funds, Line Item 215-400-5580.

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 County Engineer of this action.

ADOPTED this 31st day of May, 2023

ATTEST:

County Clerk

County Board Chairman

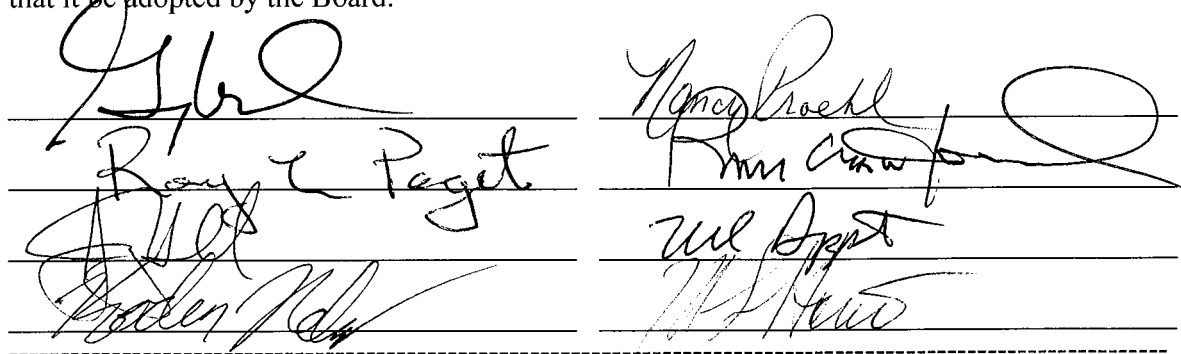
STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County						DATE: May 18, 2023		R.A. Cullinan			
Sec. 23-00000-06-GM						APPROVED ESTIMATE: \$ 194,580.00		BID: \$ 193,802.51		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS C&S CT (CRS-2P)	TON	104	\$ 1,150.00	\$ 119,600.00	\$ 1,136.36	\$ 118,181.44				
2	SEAL COAT AGG (BLACK TRAP ROCK CA-16)	TON	722	\$ 90.00	\$ 64,980.00	\$ 98.49	\$ 71,109.78				
3	TRAF CONT & PROT SPL	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 4,511.29	\$ 4,511.29				

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.

The image shows two columns of handwritten signatures on horizontal lines. The left column contains three signatures, with the middle one clearly legible as 'Roy C. Paget'. The right column contains three signatures, with the top one appearing to be 'Nancy Boehl'. The signatures are written in black ink on a white background.

RESOLUTION

WHEREAS, the Transportation Committee received bids for deliver and install proposals for Bituminous Surface Treatment Class A-1 & A-2 of various roads within 11 Township Road Districts; and

WHEREAS, the low bid results are as follows:

LOCAL AGENCY	SECTION	LOWEST BIDDER	AMOUNT
Boynton Road District	23-01000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 251,246.97
Deer Creek Road District	23-03000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 90,779.67
Delavan Road District	23-04000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 92,513.37
Dillon Road District	23-05000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 120,701.95
Elm Grove Road District	23-06000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 208,958.43
Fondulac Road District	23-07000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 71,981.25
Hittle Road District	23-09000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 46,656.02
Little Mackinaw Road District	23-11000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 96,759.97
Malone Road District	23-13000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 118,803.46
Sand Prairie Road District	23-16000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 184,325.25
Spring Lake Road District	23-17000-01-GM	R.A. Cullinan & Son, a Division of UCM	\$ 204,758.72

WHEREAS, subject to the approval of the County Board and the Illinois Department of Transportation, the Transportation Committee accepted the low bids as listed herein to be paid from Township Motor Fuel Tax Funds, Line Item 213-400-5580 and Township Local Funds:

THEREFORE BE IT RESOLVED that the County Board award the contracts as listed herein and authorizes the County Engineer to execute the necessary documents, subject to approval of the appropriated Motor Fuel Tax funds by the Illinois Department of Transportation, as recommended by the Transportation Committee.

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

ADOPTED this 31st day of May, 2023

ATTEST:

County Clerk

County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Sheet 1 of 2

Tazewell County		DATE: May 18, 2023				R.A. Cullinan & Son			
Various Road Districts									
Sec. 23-XX000-00-GM									
APPROVED ESTIMATE:									
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Group 1 Boynton Road District									
Section 23-01000-01-GM									
	P BIT MATLS SE CT (CRS-2P)	TON	164	\$ 1,200.00	\$ 196,800.00	\$ 1,089.54	\$ 178,684.56		
	SEAL COAT AGG (CA-16)	TON	575	\$ 43.00	\$ 24,725.00	\$ 42.33	\$ 24,339.75		
	SEAL COAT AGG (EAF CM-16)	TON	571	\$ 75.00	\$ 42,825.00	\$ 78.87	\$ 45,034.77		
	TRAF CONT & PROT SPL	L SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 1 Total				\$ 268,350.00		\$ 251,246.97		
Group 2 Deer Creek Road District									
Section 23-03000-01-GM									
	BIT MATLS SE CT (PG52-28)		48	\$ 1,385.00	\$ 66,480.00	\$ 1,424.79	\$ 68,389.92		
	SEAL COAT AGG (CA-16)		439	\$ 43.00	\$ 18,877.00	\$ 43.74	\$ 19,201.86		
	TRAF CONT & PROT SPL		1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 2 Total				\$ 89,357.00		\$ 90,779.67		
Group 3 Delavan Road District									
Section 23-04000-01-GM									
	P BIT MATLS SE CT (CRS-2P)		48	\$ 1,200.00	\$ 57,600.00	\$ 1,160.31	\$ 55,694.88		
	SEAL COAT AGG (BLACK TRAP ROCK CA-16)		345	\$ 85.00	\$ 29,325.00	\$ 97.48	\$ 33,630.60		
	TRAF CONT & PROT SPL		1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 3 Total				\$ 90,925.00		\$ 92,513.37		
Group 4 Dillon Road District									
Section 23-05000-01-GM									
	BIT MATLS SE CT (PG52-28)		70	\$ 1,385.00	\$ 96,950.00	\$ 1,336.59	\$ 93,561.30		
	SEAL COAT AGG (CA-16)		631	\$ 43.00	\$ 27,133.00	\$ 37.96	\$ 23,952.76		
	TRAF CONT & PROT SPL		1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 4 Total				\$ 128,083.00		\$ 120,701.95		
Group 5 Elm Grove Road District									
Section 23-06000-01-GM									
	P BIT MATLS SE CT (CRS-2P)		126	\$ 1,200.00	\$ 151,200.00	\$ 1,159.63	\$ 146,113.38		
	SEAL COAT AGG (EAF CM-16)		811	\$ 75.00	\$ 60,825.00	\$ 73.56	\$ 59,657.16		
	TRAF CONT & PROT SPL		1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 5 Total				\$ 216,025.00		\$ 208,958.43		
Group 6 Fondulac Road District									
Section 23-07000-01-GM									
	P BIT MATLS SE CT (CRS-2P)		36	\$ 1,200.00	\$ 43,200.00	\$ 1,282.84	\$ 46,182.24		
	SEAL COAT AGG (BLACK TRAP ROCK CA-16)		258	\$ 85.00	\$ 21,930.00	\$ 87.64	\$ 22,611.12		
	TRAF CONT & PROT SPL		1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 6 Total				\$ 69,130.00		\$ 71,981.25		

STATE OF ILLINOIS
TABULATION OF BIDS

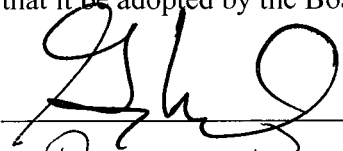
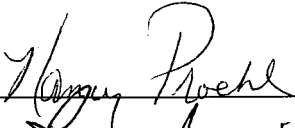
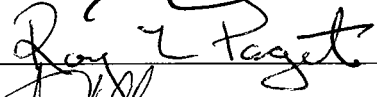
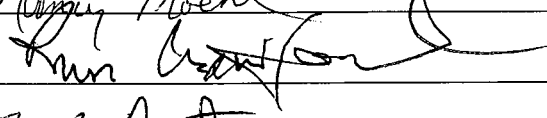
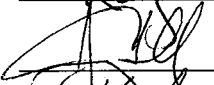
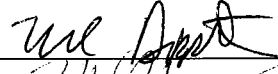
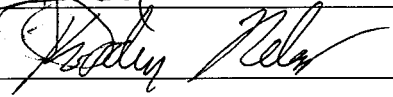
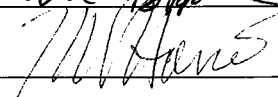
Sheet 2 of 2

Tazewell County		DATE: May 18, 2023				R.A. Cullinan & Son			
Various Road Districts									
Sec. 23-XX000-00-GM									
APPROVED ESTIMATE:									
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Group 7 Hittle Road District									
Section 23-09000-01-GM									
	P BIT MATLS SE CT (CRS-2P)	TON	27	\$ 1,200.00	\$ 32,400.00	\$ 1,320.31	\$ 35,648.37		
	SEAL COAT AGG (CA-16)	TON	206	\$ 43.00	\$ 8,858.00	\$ 37.96	\$ 7,819.76		
	TRAF CONT & PROT SPL	L SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 7 Total				\$ 45,258.00		\$ 46,656.02		
Group 8 Little Mackinaw Road District									
Section 23-11000-01-GM									
	BIT MATLS SE CT (PG52-28)		56	\$ 1,385.00	\$ 77,560.00	\$ 1,274.12	\$ 71,350.72		
	SEAL COAT AGG (CA-16)		504	\$ 43.00	\$ 21,672.00	\$ 44.09	\$ 22,221.36		
	TRAF CONT & PROT SPL		1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 8 Total				\$ 103,232.00		\$ 96,759.97		
Group 9 Malone Road District									
Section 23-13000-01-GM									
	BIT MATLS SE CT (PG52-28)		70	\$ 1,385.00	\$ 96,950.00	\$ 1,297.57	\$ 90,829.90		
	SEAL COAT AGG (CA-16)		637	\$ 43.00	\$ 27,391.00	\$ 38.91	\$ 24,785.67		
	TRAF CONT & PROT SPL		1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 9 Total				\$ 128,341.00		\$ 118,803.46		
Group 10 Sand Prairie Road District									
Section 23-16000-01-GM									
	BIT MATLS C&S CT (PG52-28)		114	\$ 1,385.00	\$ 157,890.00	\$ 1,299.06	\$ 148,092.84		
	COVER COAT AGG (CA-14)		15	\$ 48.00	\$ 720.00	\$ 56.42	\$ 846.30		
	SEAL COAT AGG (CA-16)		1017	\$ 43.00	\$ 43,731.00	\$ 31.66	\$ 32,198.22		
	TRAF CONT & PROT SPL		1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 10 Total				\$ 206,341.00		\$ 184,325.25		
Group 11 Spring Lake Road District									
Section 23-17000-01-GM									
	BIT MATLS SE CT (PG52-28)		119	\$ 1,385.00	\$ 164,815.00	\$ 1,386.82	\$ 165,031.58		
	SEAL COAT AGG (CA-16)		1075	\$ 43.00	\$ 46,225.00	\$ 33.99	\$ 36,539.25		
	TRAF CONT & PROT SPL		1	\$ 4,000.00	\$ 4,000.00	\$ 3,187.89	\$ 3,187.89		
	Group 11 Total				\$ 215,040.00		\$ 204,758.72		

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.

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board and the Illinois Department of Transportation, accepted the following low bid:

Hopedale Road District, Section 23-10000-01-GM (2.082 miles: Bituminous Surface Treatment Class A-1 and Class A-2): To R.A. Cullinan & Son, a Division of UCM, in the amount of \$90,805.32, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 213-400-5580.

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, Illinois Department of Transportation, Chairman of the Transportation Committee, and County Engineer of this action.

ADOPTED this 31st day of May, 2023

ATTEST:

County Clerk

County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

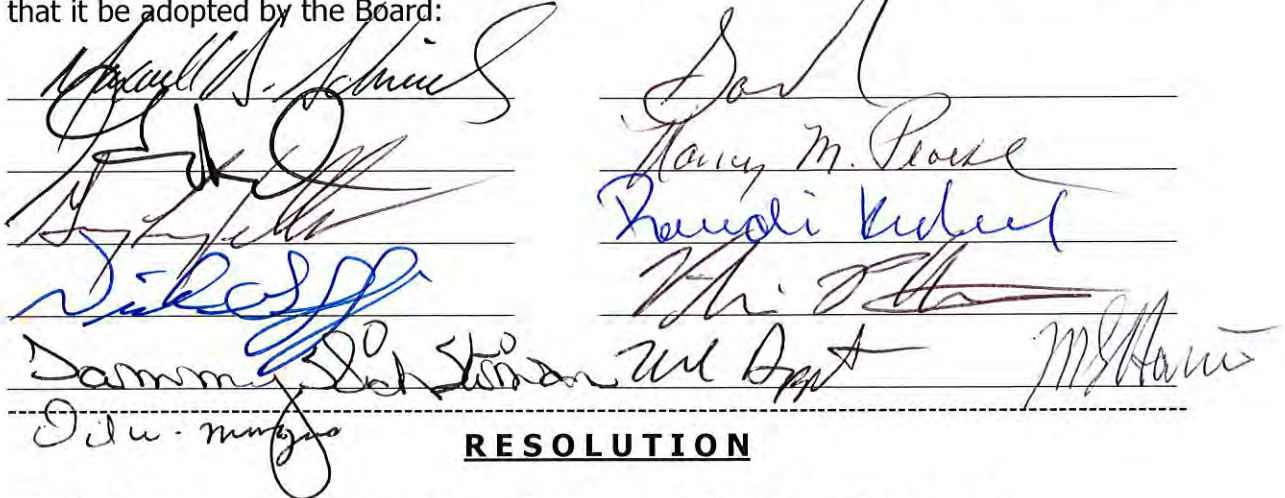
Tazewell County		DATE: May 18, 2023				R.A. Cullinan			
Hopedale R.D.									
Sec. 23-10000-01-GM		APPROVED ESTIMATE:		\$ 86,027.00		BID: \$ 90,805.32		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	PULVERIZATION	SQ YD	1141	\$ 15.00	\$ 17,115.00	\$ 19.78	\$ 22,568.98	\$ -	\$ -
2	BIT MATL PR CT (MC-30)	TON	2	\$ 3,200.00	\$ 6,400.00	\$ 2,738.99	\$ 5,477.98	\$ -	\$ -
3	BIT MATLS C&S CT (PG52-28)	TON	31	\$ 1,460.00	\$ 45,260.00	\$ 1,497.46	\$ 46,421.26	\$ -	\$ -
4	COVER COAT AGG (CA-14)	TON	47	\$ 50.00	\$ 2,350.00	\$ 71.55	\$ 3,362.85	\$ -	\$ -
5	SEAL COAT AGG (CA-16)	TON	237	\$ 46.00	\$ 10,902.00	\$ 41.29	\$ 9,785.73	\$ -	\$ -
6	TRAF CONT & PROT SPL	L SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 3,188.52	\$ 3,188.52	\$ -	\$ -

COMMITTEE REPORT

F-23-21

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:



 [Signature] _____

 [Signature] _____

 [Signature] _____

 [Signature] _____

 [Signature] _____

 [Signature] _____

 [Signature] _____

 [Signature] _____

 [Signature] _____

 [Signature] _____

RESOLUTION

WHEREAS, the Sheriff received funds for the trade-in of two vehicles; and

WHEREAS, the funds are intended to be used for the purchase of a new squad vehicle; and

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the recognition of an increase of available expenditure funds and revenues within the Sheriff's fiscal year 2023 budget as follows:

Revenues:

100-200-4703 - Proceeds/Sale of Capital Assets	\$35,879.00
--	-------------

Expenditures:

100-200-5571 – Squad Car:	\$35,879.00; and
---------------------------	------------------

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 Sheriff's Office's budget as a result of the trade-in, as well as a corresponding increase in the revenue budget.

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

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

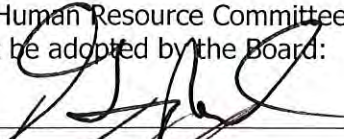
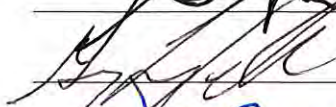

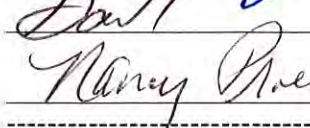
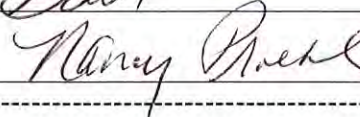
Tazewell County Clerk


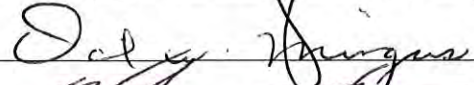
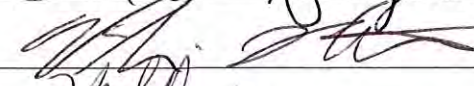
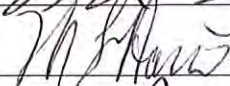
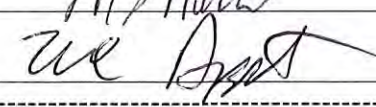
Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Human Resource Committee recommends to the County Board to make corrections in the County's Health Insurance Plan document; and

WHEREAS, the health plan was restated and approved by the County Board on March 30, 2022 (HR-22-04); and

WHEREAS, the attached Amendment #1 corrects benefits that were incorrectly excluded during the restatement process; and

WHEREAS, items 1 and 2 of the Amendment restates the calendar year maximum benefit exemptions for Class 1 preventative dental care services, which would include oral exams, prophylaxis (cleaning) or x-rays; and

WHEREAS, item 3 of the Amendment removes the exclusion of osseous surgery from the Dental Exclusions and Limitations, which was corrected by the County Board on March 29, 2023.

THEREFORE BE IT RESOLVED by the County Board approves these corrections of the County's Health Insurance Plan.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Human Resources Department, the Payroll Division and IPMG of this action in order that this resolution be fully implemented.

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**AMENDMENT #1
TO THE RESTATED 2021 PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION
FOR THE TAZEWELL COUNTY HEALTH CARE PLAN**

BY THIS AGREEMENT, the Plan Document and Summary Plan Description is hereby amended in the following particulars, effective **December 01, 2021**.

1. Within the **SUMMARY OF BENEFITS** section, the **Summary of Benefits - Dental** is replaced with the following:

Calendar Year Deductible For Class 2 and Class 3 Services	
Individual	\$75
Family Unit	\$100
Calendar Year Maximum Benefit For Class 1*, Class 2 & Class 3 Services	\$1,000
Lifetime Maximum Benefit per Family For Class 4 Services	\$1,000

* Does not apply to oral exams, prophylaxis (cleaning) or x-rays.

Covered Dental Expenses:	Member Pays	Limits
Class 1 Services (Preventive Care)	0%	See Dental Benefits section
Class 2 Services (Repair and Restoration)	20%	See Dental Benefits section
Class 3 Services (Major Dental Repair)	50%	See Dental Benefits section
Class 4 Services (Orthodontics)*	50%	See Dental Benefits section
*Limited to Dependents under age 23		

2. Within the **DENTAL BENEFITS** section, the tables are replaced with the following:

Calendar Year Deductible For Class 2 and Class 3 Services	
Individual	\$75
Family Unit	\$100
Calendar Year Maximum Benefit For Class 1*, Class 2 & Class 3 Services	\$1,000
Lifetime Maximum Benefit per Family For Class 4 Services	\$1,000

* Does not apply to oral exams, prophylaxis (cleaning) or x-rays.

Covered Dental Expenses:	Member Pays
Class 1 Services (Preventive Care)	0%
Class 2 Services (Repair and Restoration)	20%
Class 3 Services (Major Dental Repair)	50%
Class 4 Services (Orthodontics)*	50%
*Limited to Dependents under age 23	

3. Within the **DENTAL BENEFITS** section, under **Dental Exclusions and Limitations**, the following exclusion is deleted:

Osseous Surgery. Charges for osseous Surgery.

The undersigned of **TAZEWELL COUNTY** hereby certifies that the aforementioned resolutions were adopted by the **TAZEWELL COUNTY HEALTH CARE PLAN**. The undersigned further certifies that this document is a true copy of Amendment #1 of the Restated 2021 Plan Document and Summary Plan Description.

(Name)

(Title)

(Date)

CLIENT CHANGE REQUEST FORM

Client Name: Tazewell County

Requestor Name: Angela Hutton

GENERAL CHANGE(S) REQUESTED:

Updating Dental benefits for maximum benefit amount to not apply preventative oral exams, prophylaxis (cleaning), or x-rays. This is to mirror the prior plan.

Effective Date: 12/1/2022

PLAN CHANGE DETAILS:

Please select all that will apply to change request.

Deductible

Copay

Maximum Out-of-Pocket

Coinsurance

Network

Is an impact report needed?

Pharmacy Benefit Manager

Is this a retro-active change?

Other: updating current plan to mirror prior plan due to error

CURRENT PHI CONTACT:

Name: _____

Email: _____

Phone: _____

I understand that this request and/or these changes may impact multiple areas of our plan including, but not limited to: stop loss premium, stop loss contract applicability, non-discrimination plan benefits applicability, and/or additional charges outside of standard implementation and administrative fees.

Signature _____

Date _____

*Please note, changes could take anywhere from 30 to 90 days to complete based on the complexity of the request including but not limited to vendor changes that need to make any changes. Due to specific wording client vendor contract wording, proper notification may be required and can effect the TAT of your request. Once the form is submitted, the Operations Team at IPMG will get back to you in four working days to provide an estimated TAT of your request, and cost, if any. *

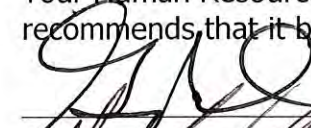
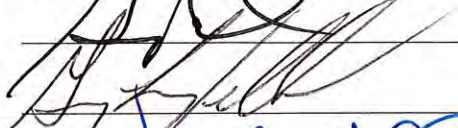
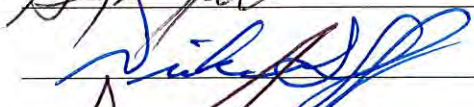
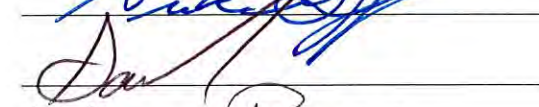
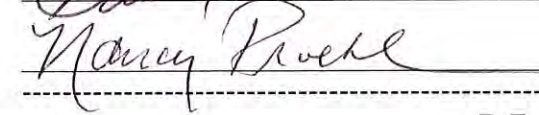


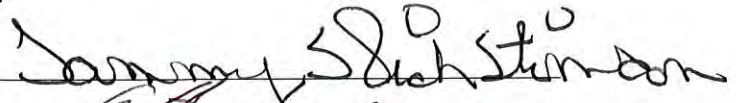

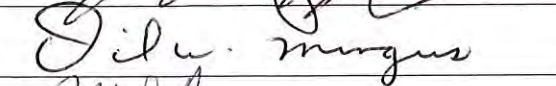
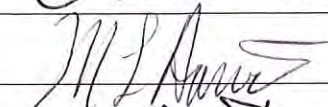
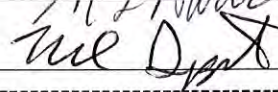
EMPLOYEE BENEFITS SERVICES

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 re-classify the position of Administrative Assistant to the Director of Court Services; and

WHEREAS, this position has been reviewed by Korn Ferry and it is recommended to be a Grade 14.

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

BE IT FURTHER RESOLVED that the County Clerk notifies Court Services, Human Resources, and the Payroll Division of this action.

PASSED THIS 31st DAY OF May, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



TAZEWELL COUNTY POSITION DESCRIPTION

Job Title: Administrative Assistant to the Director of Court Services
Department: Court Services and Probation
Reports to: Director of Court Services
FLSA Status: Non-Exempt
Affiliation: Non-Union
Grade: 13
Prepared: April 20, 2021

NATURE OF WORK

~~Appointed and supervised by the Director of Court Services and Probation this position is responsible for the direct supervision of all Operation Assistants and professional support staff and serves as the administrative assistant to the Director of Court Services and Probation.~~

~~This position is responsible for the preparation of payroll, processing monthly invoice vouchers, assisting in the annual budget process, maintaining department personnel records and handling confidential information.~~

ESSENTIAL DUTIES AND RESPONSIBILITIES

- ~~• Oversee and supervise the daily division operations and the performance of all Operation Assistants and professional support staff;~~
- ~~• Interview and assist in the hiring process for all Operations Assistants and professional support staff and provide recommendations to the Director;~~
- ~~• Cooperatively, with the Director, prepare and recommend discipline for all Operation Assistants and professional support staff;~~
- ~~• Prepare monthly invoices and monitor department budget expenditures, make monthly adjustments to illustrate current balances and have the ability to interpret financial data;~~
- ~~• Assist the Director in the overall preparation of the Court Services and Probation annual budget process, including the application and administration of probation services fees;~~
- ~~• Prepare departmental payroll, attendance records, and act as departmental liaison with the payroll division of the County Clerk's Office;~~
- ~~• Prepare AOIC subsidy and grant-in-aid formwork for departmental personnel on a monthly basis and prepare reports pursuant to AOIC or internal policy, prepare and maintain reports as directed by the Director of Court Services;~~
- ~~• Maintain departmental personnel files and handle highly confidential personnel records and information; participate in union contract negotiations preparation and process;~~

- ~~Authorize requests for vacation, sick, compensatory, or other time off or for overtime and approve time sheet documentation for payroll;~~
- ~~Conduct performance evaluations upon and perform audits of work quality and accuracy on a regular basis upon Operations Assistants and professional support staff;~~
- ~~Perform and/or direct training of new Operation Assistants and professional support staff on an ongoing basis and as needed;~~
- ~~Perform for or direct work completion of absent division Operations Assistants and professional support staff;~~
- ~~In collaboration with other department supervisors, keep policy and procedure manuals current;~~
- ~~Represent the department and act as a liaison between staff and administration or other agencies internal and external to the department;~~
- ~~Develop and maintain community and agency relationships critical to the functioning of the division;~~
- ~~Complete certification to serve as LEADS Agency Coordinator, overseeing LEADS usage within the department and certification training for appropriate staff acting as liaison to the Illinois State Police;~~
- ~~Receive, maintain records and/or accounts of special departmental income and prepare deposits to the Treasurer;~~
- ~~Prepare all departmental training/seminar registration formwork, billing submission/approval, and training vitae for each staff member;~~
- ~~Maintain inventory and purchase office supplies and forms;~~
- ~~Prepare work orders and act as departmental liaison with the County Maintenance Department;~~
- ~~Maintain confidentiality at all times;~~

PERIPHERAL DUTIES

- ~~Perform employment initiation functions for all new departmental personnel including but not limited to payroll contact, physical appointments, and computer log on;~~
- ~~Perform separation functions and processes for staff leaving the department;~~
- ~~Oversee file storage, organization of department storage facilities and destruction of files pursuant to state guidelines and statutes;~~
- ~~Act as department liaison with AOIC on all probation reimbursement requirements for probation officer positions;~~
- ~~Review/evaluate Operations Assistant's and professional staff efficiencies and processes on a regular basis;~~
- ~~Perform any other duties or undertake any other projects as assigned by the Director;~~

REQUIREMENTS OF WORK

Education and Experience:

- ~~A minimum of an Associates' Degree and/or at least two years of post-high school education;~~
- ~~Prior supervisory experience in a culturally diversified setting is preferred;~~
- ~~At least two years general office experience;~~

- ~~Must have demonstrated experience and proficiency in utilizing all office equipment and use of multiple computer software systems including but not limited to the following: Microsoft Word, Excel and Internet Explorer;~~
- ~~Experience with or knowledge of legal terminology and processes desirable;~~

Knowledge, Skills, and Abilities:

- ~~Must be able to demonstrate superior leadership skills;~~
- ~~Must be able to demonstrate an understanding of and be able to implement team building concepts;~~
- ~~Must be able to communicate effectively, both verbally and in writing;~~
- ~~Must be able to produce operational efficiencies;~~
- ~~Must be able to make sound decisions in non-routine situations;~~
- ~~Must be able to establish successful working relationships and demonstrate an ability to work with all levels of management, professional support staff and probation officers;~~
- ~~Must have excellent organizational and time management skills;~~
- ~~Ability to communicate effectively verbally and in writing;~~
- ~~Ability to work productively with frequent interruptions;~~
- ~~Ability to conform to county and department policies and procedures;~~
- ~~Must be flexible and capable of handling multiple tasks;~~
- ~~Ability to deal with diverse groups of people;~~
- ~~Familiarity with county/municipal government entities desirable;~~

SPECIAL REQUIREMENTS

- ~~Must be proficient in utilizing and entering information into Abila/MIP accounting system;~~
- ~~Must become LEADS certified and complete certification to be LEADS Agency Coordinator;~~
- ~~Must obtain certification on Sylvia Viva-E Drug Testing System and be able to train and oversee Operation Assistants who utilize this system;~~
- ~~Must be able to provide accurate and detailed description of drug testing processes for court testimony;~~
- ~~Must have a valid Illinois motor vehicle operator's license;~~
- ~~Must be or become a Notary Public;~~

TOOLS AND EQUIPMENT USED

~~Computer, drug testing analyzer, printers, copy machines and all other relevant office equipment;~~

PHYSICAL REQUIREMENTS

~~The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.~~

- ~~The qualified incumbent must be able to sit, stand, and walk for varying periods of time, both in and outside of the office environment. He/she must be able to use hands to handle or operate objects, controls, and keyboards and reach with hands and arms.~~
- ~~The qualified incumbent must have visual abilities sufficient enough to read written documents and computer screens and sufficient hand/eye coordination to type and operate office equipment.~~
- ~~The qualified incumbent must have hearing and speaking abilities sufficient to conduct conversation both in person and via telephone.~~

PHYSICAL DEMANDS

Physical Effort-Light/Minimal:

The qualified incumbent will be required to:

- ~~Sit for substantial periods of time in such activities as answering phones;~~
- ~~Walk occasionally within the office and to other county buildings such as courthouse and jail;~~
- ~~Handle light objects such as staplers, phone, and miscellaneous small office equipment;~~
- ~~Stand in place for brief periods of time for such tasks such as copying;~~

Physical Effort-Light/Moderate:

The qualified incumbent will be required to:

- ~~Engage in extensive data entry which utilizes repetitive hand, wrist, and arm movements;~~
- ~~Potential exposure to bodily fluids;~~

Physical Effort-Moderate/Considerable:

The qualified incumbent will be required to:

- ~~Lift 25 pounds: drug testing supplies, copy paper~~

Sensory Attention-Minimal:

The qualified incumbent will be required to:

- ~~See, read, and comprehend case records and other written materials;~~
- ~~Hear conversations both in person and through the use of the telephone;~~
- ~~See sufficiently to operate a motor vehicle;~~
- ~~Speak in the course of interaction coworker;~~

Sensory Attention-Moderate/Considerable:

The qualified incumbent will be required to:

- ~~Focus attention and listen for extended period of time such as in in-depth interviewing;~~
- ~~Focus attention on office work or in hearing work-related conversations for considerable periods of high volume client traffic and telephone calls;~~

Sensory Attention-Extreme:

The qualified incumbent will be required to:

- ~~Focus attention on, identify, and respond to violent or other aberrant client behaviors which may require officer or police intervention;~~
- ~~Focus attention and listen for extended periods or under stressful conditions;~~

WORK ENVIRONMENT

~~The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.~~

General Conditions:

- ~~While performing the duties of this job, the employee mostly works indoors in an office setting.~~
- ~~The employee is occasionally expected to perform outdoor work by walking to other county buildings and may be exposed to extreme weather conditions;~~

Hazardous Conditions:

- ~~The employee will be exposed to periods of extreme activity, client interaction, and telephone usage during which time file preparation and other tasks must be completed;~~
- ~~The employee will work in a psychologically stressful environment;~~
- ~~The employee will be interacting with individuals who are considered high-risk for volatile and violent behaviors and may be exposed to verbal and potential physical abuse;~~

The preceding job description has been designed to indicate the general nature and essential duties and responsibilities of work performed by employees within this classification. It may not contain a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to do this job.



Tazewell County Job Description

Job Title: Administrative Assistant to the Director of Court Services
Department: Court Services and Probation
Reports to: Director of Court Services
FLSA Status: Non-Exempt (40 hours)
Grade: 14
Prepared Date: May 1, 2023

SUMMARY: Appointed and supervised by the Director of Court Services and Probation this position is responsible for the direct supervision of all Operation Assistants and professional support staff and serves as the administrative assistant to the Director of Court Services and Probation.

This position is responsible for the preparation of payroll, processing monthly invoice vouchers, assisting in the annual budget process, maintaining department personnel records and handling confidential information.

JOB RELATIONSHIP: Under the direct supervision & direction of the Director of Court Services

PRIMARY DUTIES AND RESPONSIBILITIES: include the following. Other duties may be assigned to meet business needs.

- Oversee and supervise the daily division operations and the performance of all Operation Assistants and professional support staff.
- Make workforce recommendations – interview and assist in the hiring process for all Operations Assistants and professional support staff as well as provide recommendations to the Director
- Prepare monthly invoices and monitor department budget expenditures, make monthly adjustments to illustrate current balances and have the ability to interpret financial data.
- Assist the Director in the overall preparation of the Court Services and Probation annual budget process, including the application and administration of probation services fees.
- Prepare departmental payroll, attendance records, and act as departmental liaison with the payroll division of the County Clerk's Office.
- Prepare AOIC subsidy and grant-in-aid formwork for departmental personnel on a monthly basis and prepare reports pursuant to AOIC or internal policy, prepare and maintain reports as directed by the Director of Court Services.

- Maintain departmental personnel files and handle highly confidential personnel records and information; participate in union contract negotiations preparation and process.
- In collaboration with other department supervisors, keep policy and procedure manuals current.
- Represent the department and act as a liaison between staff and administration or other agencies internal and external to the department.
- Develop and maintain community and agency relationships critical to the functioning of the division.
- Complete certification to serve as LEADS Agency Coordinator, overseeing LEADS usage within the department and certification training for appropriate staff acting as liaison to the Illinois State Police.
- Receive, maintain records and/or accounts of special departmental income and prepare deposits to the Treasurer.
- Prepare all departmental training/seminar registration formwork, billing submission/ approval, and training vitae for each staff member.
- Maintain inventory and purchase office supplies and forms.
- Prepare work orders and act as departmental liaison with the County Maintenance Department.
- Perform separation functions and processes for staff leaving the department.
- Oversee file storage, organization of department storage facilities and destruction of files pursuant to state guidelines and statutes.
- Act as department liaison with AOIC on all probation reimbursement requirements for probation officer positions.
- Perform for or direct work completion of absent division Operations Assistants and professional support staff.
- Perform other assigned tasks as required.

SUPERVISORY RESPONSIBILITIES: include the following supervisory duties. Duties must be in accordance with the county's policies and applicable laws.

- Direct supervision of all Operation Assistants and professional support staff.
- Authorize requests for vacation, sick, compensatory, or other time off or for overtime and approve time sheet documentation for payroll.
- Conduct performance evaluations upon and perform audits of work quality and accuracy on a regular basis upon Operations Assistants and professional support staff.
- Cooperatively, with the Director, prepare and recommend discipline for all Operation Assistants and professional support staff.
- Perform and/or direct training of new Operation Assistants and professional support staff on an ongoing basis and as needed.
- Review/evaluate Operations Assistant's and professional staff efficiencies and processes on a regular basis.
- Address complaints and resolve problems of Community Development staff.

- **QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.
- Must be able to demonstrate superior leadership skills.
- Must be able to produce operational efficiencies.
- Must be able to make sound decisions in non-routine situations.
- Must have excellent organizational and time management skills.
- Ability to work productively with frequent interruptions.
- Ability to conform to county and department policies and procedures.
- Must be flexible and capable of handling multiple tasks.
- Must be trusted to keep confidential information secure with the ability to maintain confidentiality.

EDUCATION and /or EXPERIENCE:

- A minimum of an Associates' Degree and/or at least two years of post-high school education
- Prior supervisory experience in a culturally diversified setting is preferred
- At least two (2) years general office experience
- Familiarity with county/municipal government entities desirable
- Must have demonstrated experience and proficiency in utilizing all office equipment and use of multiple computer software systems including but not limited to the following: Microsoft Office (Word, Excel, PowerPoint) and Adobe Acrobat
- Familiarity with drug testing analyzers

MATHEMATICAL SKILLS: Ability to perform business arithmetic (add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals) and statistical techniques (compute rate, ratio, and percent).

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must become LEADS certified and complete certification to be LEADS Agency Coordinator
- Must obtain certification on Syvia Viva-E Drug Testing System and be able to train and oversee Operation Assistants who utilize this system
- Must have a valid Illinois motor vehicle operator's license
- Must be or become a Notary Public

REASONING ABILITY: Ability to carry out detailed written, oral or diagram instructions accurately with minimal supervision unless outside the scope of authority. Ability to use sound, independent judgement in problem solving and following instructions.

LANGUAGE SKILLS: Ability to read and comprehend simple to complex instructions, short to long correspondence, and memos. Ability to communicate effectively both in writing and conversation. Ability to effectively present information in one-on-one and small group situations to the general public and

other employees of the organization. Ability in dealing professionally with the direct reports, colleagues, and the general public.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee exerts up to 25 pounds of force occasionally or a negligible amount of force frequently to lift, carry, push, and pull or otherwise move objects. Ability to sit continuously for extended periods of time. Ability to operate standard office equipment, including but not limited to a copier, computer, fax machine, etc.

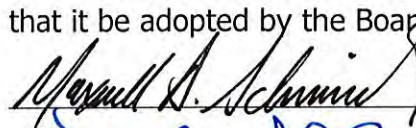
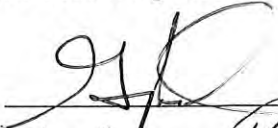
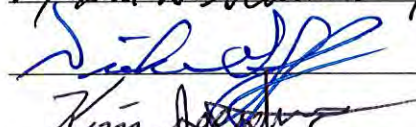
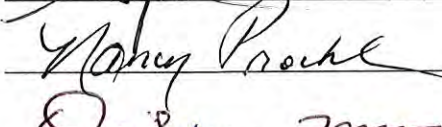
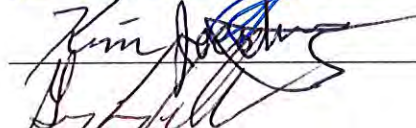
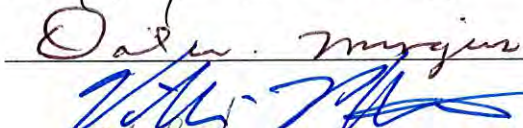
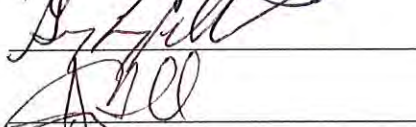

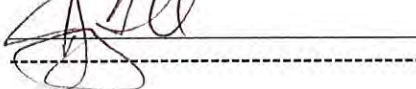
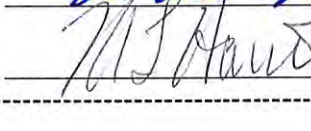
WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Will be exposed to a diverse group of people, both over the phone and in person. Must be able to maintain a calm and professional demeanor both with direct reports and the public.

The preceding job description has been designed to indicate the general nature and essential duties and responsibilities of work performed by employees within this classification. It may not contain a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to do this job.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the second invoice of Knapp Concrete Contractors, Inc., as the contractor selected by for the purpose of accessibility improvements CDBG RLF Closeout Grant 18-248592 in the amount of \$159,113.75; and

WHEREAS, the contract was awarded by the Tazewell County Board in January 2023 for the total amount of \$481,686.00.

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

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Application Period: 4/15/2023 - 5/17/2023		Application Date: 5/17/2023
To (Owner): Tazewell County	From (Contractor): Knapp Concrete Contractors	Via (Engineer): Farnsworth Group, Inc.
Project: Architectural Barriers Removal Sidewalks Project CDBG Grant No. 18-248592	Contract: Architectural Barriers Removal Sidewalks Project in Tazewell County	
Owner's Contract No.:	Contractor's Project No.: CDBG Grant No. 18-248592	Engineer's Project No.: 201574.02

Application For Payment
Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
1		\$12,270.00	1. ORIGINAL CONTRACT PRICE.....	\$ 481,686.00
			2. Net change by Change Orders.....	\$ -12,270.00
			3. Current Contract Price (Line 1 ± 2).....	\$ 469,416.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 283,693.05
			5. RETAINAGE:	
			a. 10% X \$283,693.05 Work Completed.....	\$ 28,369.31
			b. 10% X _____ Stored Material.....	\$ _____
			c. Total Retainage (Line 5a + Line 5b).....	\$ 28,369.31
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 255,323.75
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)...	\$ 96,210.00
			8. AMOUNT DUE THIS APPLICATION.....	\$ 159,113.75
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 214,092.26
TOTALS		\$12,270.00		
NET CHANGE BY CHANGE ORDERS		-12,270.00		

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *Rachel Hodel* Date: 5/17/2023

Payment of: \$ 159,113.75
(Line 8 or other - attach explanation of the other amount)

is recommended by: \$ 159,113.75 05/17/23
(Engineer) - Farnsworth Group, Inc. (Date)

Payment of: \$ 159,113.75
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) - Tazewell County (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

4/15/2023 - 5/17/2023

ITEM	SCHEDULE OF VALUES AMOUNT	PREVIOUS APPLICATION	CURRENT APPLICATION	%	AMOUNT COMPLETED AND STORED
1 East Peoria					\$ -
2 Washington & Mall	\$ 18,757.67				\$ -
3 Washington & Anna	\$ 6,966.51				\$ -
4 Washington & Springfield N	\$ 22,164.58				\$ -
5 Washington & Springfield S	\$ 29,506.25				\$ -
6 Creve Coeur	\$ 87,091.20				\$ -
7 Mackinaw	\$ 17,257.05		\$ 17,257.05	100%	\$ 17,257.05
8 South Pekin					\$ -
9 Main & Brikett	\$ 2,490.84		\$ 2,490.84	100%	\$ 2,490.84
10 Main & Belstey	\$ 9,468.26		\$ 9,468.26	100%	\$ 9,468.26
11 Main & Minch St	\$ 10,585.00		\$ 10,585.00	100%	\$ 10,585.00
12 Main & South Pekin Grade School	\$ 5,644.75		\$ 3,469.95	61%	\$ 3,469.95
13 Main & Alley West of 1st	\$ 5,696.19				\$ -
14 Main & 1st	\$ 13,363.75				\$ -
15 Minier					\$ -
16 Main & Central	\$ 64,077.07	\$ 50,000.00	\$ 14,077.07	100%	\$ 64,077.07
17 Central (Village Hall)	\$ 44,085.97	\$ 29,900.00	\$ 14,185.97	100%	\$ 44,085.97
18 Delavan					\$ -
19 3rd & Locust	\$ 50,342.53		\$ 50,342.53	100%	\$ 50,342.53
20 5th & Locust	\$ 56,134.50		\$ 43,864.50	78%	\$ 43,864.50
21 Armington	\$ 38,051.88	\$ 27,000.00	\$ 11,051.88	100%	\$ 38,051.88
TOTAL	\$ 481,686.00	\$ 106,900.00	\$ 176,793.05		\$ -
					\$ 283,693.05

Note: Total Schedule of Values Amount should equal the current Contract Price.



100 Walnut Street, Suite 200
Peoria, Illinois 61602
p 309.689.9888 f 309.689.9820

www.f-w.com

May 17th, 2023

Dear County Board Chairman David Zimmerman,

I have observed construction in both Minier, South Pekin, Mackinaw, Delevan, and Armington for the Tazewell County Architectural Barriers Removal – Sidewalks CDBG #18-248592.

The work I observed complied with the plans and specifications as put forward by Farnsworth Group and the County of Tazewell, and as outlined in the attached Pay Application 2.

Thank you.

A handwritten signature in black ink, appearing to read "Bridget Barry".

Bridget Barry

Engineering Associate II

Farnsworth Group, Inc.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the second invoice of Bishop Bros., Inc., for the ADA compliant improvements for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$155,731.86; and

WHEREAS, the contract was awarded by the Tazewell County Board in April 2023 for the total amount of \$303,662.00.

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

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



CERTIFICATE OF APPROVAL OF PAYMENT

DATE: May 15, 2023

AMOUNT OF THIS CERTIFICATE:

\$ 155,731.86

Certificate No. Two

Contract Price \$ 303,662.00

Extra Work \$ -0-

Total \$ 303,662.00

Deductions \$ 6,813.00

Balance \$ 296,849.00

Total Former Certificates \$ 82,908.90

Present Certificate \$ 155,731.86

Total \$ 238,640.76

Balance Including 10% Retainage \$ 58,208.24

10% Retainage Withheld to Date \$ 26,515.64

Remarks:

Job #: 2712-20

TO: Tazewell County
11 South Fourth Street
Pekin, IL 61554

CONTRACTOR:

Bishop Brothers, Inc.

FOR: Tazewell County Accessibility Improvements
at Various Locations

Based on visits to the job site and this Contractor's application for payment, the Architect certifies for payment the following amount on the basis of observation and data comprising the application for payment and pursuant to the terms of the contract.

Amount: One hundred fifty-five thousand seven hundred thirty-one and 86/100ths DOLLARS.

BY:

Tom London (handwritten signature)

KENYON AND ASSOCIATES ARCHITECTS, INC.

To be signed by the Contractor:

I have received the within amount of this Certificate.

Contractor

Date

Application and Certificate for Payment

TO OWNER: Tazewell County 11 South Fourth Street Pekin, IL 61554	PROJECT: Tazewell County ADA	APPLICATION NO: 2 PERIOD TO: 5/12/23 CONTRACT FOR: General CONTRACT DATE: PROJECT NOS:	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Bishop Bros., Inc. PO BOX 3854 PEORIA, IL 61612-2854	VIA ARCHITECT:		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 303,662.00
2. Net change by Change Orders	\$ -6,813.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 296,849.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 265,156.40
5. RETAINAGE:	
a. 10.0 % of Completed Work (Column D + E) on G703	\$ 26,515.64
b. 10.0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 26,515.64
6. TOTAL EARNED LESS RETAINAGE	\$ 238,640.76
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 82,908.90
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 155,731.86
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 58,208.24

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 6,813.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 6,813.00
NET CHANGES by Change Order		\$ -6,813.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work Covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Bishop Bros., Inc. D. O. Jones Date: 12 MAY 2023

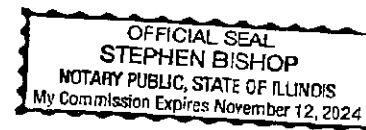
State of: Illinois

County of: Peoria

Subscribed and sworn to before me this 12 day of May 2023

Notary Public: Stephen Bishop

My Commission expires: 11-12-24



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 155,731.86

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Tom London Date: 5/15/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Continuation G703

JobId: 22025
Tazewell County ADA

Application no.: 2
Application date: 5/11/23
Period to: 5/12/23
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
1	GENERAL (BB)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
2	Bonds & Insurance	4,810.00	3,280.00	1,530.00	0.00	4,810.00	100	0.00	481.00
3	Office Maintenance	4,000.00	1,000.00	2,000.00	0.00	3,000.00	75	1,000.00	300.00
4	Overhead & Profit	30,366.00	8,500.00	14,717.00	0.00	23,217.00	76	7,149.00	2,321.70
5	SUPERVISION	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
6	Marguette Heigh City Hall	1,200.00	0.00	1,200.00	0.00	1,200.00	100	0.00	120.00
7	Creve Coe Vill Hall	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
8	Minier Vill Hall	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
9	Taze Count Court Hous	600.00	0.00	600.00	0.00	600.00	100	0.00	60.00
10	Taze Count Res. Center	1,000.00	0.00	1,000.00	0.00	1,000.00	100	0.00	100.00
11	Taze Count Healt Dep	2,000.00	1,400.00	600.00	0.00	2,000.00	100	0.00	200.00
12	Armington Vill Hall	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	100.00
13	Hittle Township	500.00	500.00	0.00	0.00	500.00	100	0.00	50.00
14	Delavan City Hall	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
15	MeKenzie Building	2,000.00	300.00	1,700.00	0.00	2,000.00	100	0.00	200.00
16	Mackinaw Township	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
17	MackInaw Community Center	1,500.00	800.00	700.00	0.00	1,500.00	100	0.00	150.00
18	DUMPSTERS	800.00	400.00	400.00	0.00	800.00	100	0.00	80.00
19	HANDRIAL (H3) Armington	2,279.00	2,279.00	0.00	0.00	2,279.00	100	0.00	227.90
20	GENERAL TRADE	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
Page Totals		54,055.00	19,459.00	24,447.00	0.00	43,906.00	81	10,149.00	4,390.60

AIA Continuation G703

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			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
21	Marquette Height City Hall Mat	540.00	0.00	540.00	0.00	540.00	100	0.00	54.00
22	Marquette Height City Hall Lab	5,000.00	0.00	5,000.00	0.00	5,000.00	100	0.00	500.00
23	Creve Coeur Vill Hall Mat	140.00	0.00	0.00	0.00	0.00	0	140.00	0.00
24	Creve Coeur Vill Hall Lab	1,000.00	0.00	0.00	0.00	0.00	0	1,000.00	0.00
25	Minier Vill Hall Lab	640.00	0.00	0.00	0.00	0.00	0	640.00	0.00
26	Taze Cou Court Hous Mat	500.00	0.00	500.00	0.00	500.00	100	0.00	50.00
27	Taze Cou Court Hous Lab	2,500.00	0.00	2,500.00	0.00	2,500.00	100	0.00	250.00
28	Taze Cou Resou Cen Mat	200.00	0.00	200.00	0.00	200.00	100	0.00	20.00
29	Taze Cou Resou Cent Lab	1,200.00	0.00	1,200.00	0.00	1,200.00	100	0.00	120.00
30	Taze Cou Healt Dep Mat	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	300.00
31	Taze Cou Healt Dep Lab	13,630.00	10,000.00	3,630.00	0.00	13,630.00	100	0.00	1,363.00
32	Armington Vill Hall Mat	3,720.00	3,720.00	0.00	0.00	3,720.00	100	0.00	372.00
33	Armington Vill Hall Lab	9,024.00	9,024.00	0.00	0.00	9,024.00	100	0.00	902.40
34	McKenzie Building Mat	1,000.00	500.00	500.00	0.00	1,000.00	100	0.00	100.00
35	McKenzie Building Lab	7,280.00	1,000.00	6,280.00	0.00	7,280.00	100	0.00	728.00
36	Mackinaw Township Mat	220.00	0.00	0.00	0.00	0.00	0	220.00	0.00
37	Mackinaw Township Lab	720.00	0.00	0.00	0.00	0.00	0	720.00	0.00
38	Mackinaw Comm Cent Mat	3,300.00	2,800.00	500.00	0.00	3,300.00	100	0.00	330.00
39	Mackinaw Comm Cent Lab	7,050.00	4,500.00	2,550.00	0.00	7,050.00	100	0.00	705.00
40	Hittle Township Mat	1,440.00	1,440.00	0.00	0.00	1,440.00	100	0.00	144.00
Page Totals		62,104.00	35,984.00	23,400.00	0.00	59,384.00	96	2,720.00	5,938.40

AIA Continuation G703

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			From Prev. Application	Amount This Period					
41	Hittle Township Lab	8,648.00	8,648.00	0.00	0.00	8,648.00	100	0.00	864.80
42	Delavan City Hall Mat	220.00	0.00	0.00	0.00	0.00	0	220.00	0.00
43	Delavan City Hall Lab	720.00	0.00	0.00	0.00	0.00	0	720.00	0.00
44	DOORS & HARDWARE (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
45	Creve Coer Vill Hall	1,875.00	0.00	1,875.00	0.00	1,875.00	100	0.00	187.50
46	Minier Vill Hall	1,864.00	0.00	1,864.00	0.00	1,864.00	100	0.00	186.40
47	McKenzie Building	2,750.00	0.00	2,750.00	0.00	2,750.00	100	0.00	275.00
48	Mackinaw Township	1,893.00	0.00	1,893.00	0.00	1,893.00	100	0.00	189.30
49	Armington Vill Hall	516.00	0.00	516.00	0.00	516.00	100	0.00	51.60
50	Mackinaw Comm Center	1,424.00	0.00	1,424.00	0.00	1,424.00	100	0.00	142.40
51	Taze County Health	2,353.00	0.00	2,353.00	0.00	2,353.00	100	0.00	235.30
52	Hittle Township	1,424.00	0.00	1,424.00	0.00	1,424.00	100	0.00	142.40
53	Delavan City Hall	1,879.00	0.00	0.00	0.00	0.00	0	1,879.00	0.00
54	OPERATORS (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
55	Creve Coeur Vill Hall	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
56	Minier Vill Hall	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
57	Mckenzie Building	10,000.00	0.00	10,000.00	0.00	10,000.00	100	0.00	1,000.00
58	Mackinaw Township	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
59	Delavan City Hall	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
60	PARTITIONS (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
Page Totals		45,566.00	8,548.00	24,099.00	0.00	32,747.00	72	12,819.00	3,274.70

AIA Continuation G703

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			From Prev. Application	Amount This Period					
61	Marquette Heights City Hall	4,312.00	0.00	4,312.00	0.00	4,312.00	100	0.00	431.20
62	Taze County Courthouse	175.00	0.00	175.00	0.00	175.00	100	0.00	17.50
63	McKenzie Building	2,112.00	0.00	2,112.00	0.00	2,112.00	100	0.00	211.20
64	Taze County Health	6,733.00	0.00	6,733.00	0.00	6,733.00	100	0.00	673.30
65	ACCESSORIES (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
66	Marquette Heights City Hall	1,143.00	0.00	1,143.00	0.00	1,143.00	100	0.00	114.30
67	Mackinaw Comm Center	1,048.00	0.00	1,048.00	0.00	1,048.00	100	0.00	104.80
68	Taze County Resource	340.00	0.00	340.00	0.00	340.00	100	0.00	34.00
69	Taze County Health	1,504.00	0.00	1,504.00	0.00	1,504.00	100	0.00	150.40
70	Hittle Township	1,132.00	0.00	1,132.00	0.00	1,132.00	100	0.00	113.20
71	FLOORCOVERING (CICF)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
72	Mackinaw Com Cent Mat	600.00	0.00	600.00	0.00	600.00	100	0.00	60.00
73	Mackinaw Com Cent Lab	770.00	0.00	770.00	0.00	770.00	100	0.00	77.00
74	Taze Resource Mat	1,375.00	0.00	1,375.00	0.00	1,375.00	100	0.00	137.50
75	Taze Resource Lab	3,000.00	0.00	3,000.00	0.00	3,000.00	100	0.00	300.00
76	Armington Vill Hall Mat	650.00	650.00	0.00	0.00	650.00	100	0.00	65.00
77	Armington Vill Hall Lab	775.00	775.00	0.00	0.00	775.00	100	0.00	77.50
78	Hittle Township Mat	650.00	650.00	0.00	0.00	650.00	100	0.00	65.00
79	Hittle Township Lab	805.00	805.00	0.00	0.00	805.00	100	0.00	80.50
80	Marquette Heights City Hall Mat	3,279.00	0.00	3,279.00	0.00	3,279.00	100	0.00	327.90
Page Totals		30,403.00	2,880.00	27,523.00	0.00	30,403.00	100	0.00	3,040.30

AIA Continuation G703

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			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
81	Marquette Heights City Hall Lab	2,200.00	0.00	2,200.00	0.00	2,200.00	100	0.00	220.00
82	Taze County Health Mat	1,200.00	0.00	1,200.00	0.00	1,200.00	100	0.00	120.00
83	Taze County Health Lab	2,725.00	0.00	2,725.00	0.00	2,725.00	100	0.00	272.50
84	CONCRETE (Knapp)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
85	Marguette Heights Mat	450.00	0.00	450.00	0.00	450.00	100	0.00	45.00
86	Marguette Heights Lab	4,350.00	0.00	4,350.00	0.00	4,350.00	100	0.00	435.00
87	Mackinaw Mat	450.00	450.00	0.00	0.00	450.00	100	0.00	45.00
88	Mackinaw Lab	4,350.00	4,350.00	0.00	0.00	4,350.00	100	0.00	435.00
89	Tremont Health Mat	800.00	800.00	0.00	0.00	800.00	100	0.00	80.00
90	Tremont Health Lab	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	500.00
91	Resource Cent Mat	400.00	0.00	400.00	0.00	400.00	100	0.00	40.00
92	Resource Cent Lab	3,400.00	0.00	3,400.00	0.00	3,400.00	100	0.00	340.00
93	PLUMBING (JC Dillon)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
94	Hittle Township Mat.	500.00	450.00	50.00	0.00	500.00	100	0.00	50.00
95	Hittle Township Lab	4,800.00	4,320.00	480.00	0.00	4,800.00	100	0.00	480.00
96	Taz City Health Mat	1,600.00	320.00	1,280.00	0.00	1,600.00	100	0.00	160.00
97	Taz City Health Lab	5,900.00	1,180.00	4,720.00	0.00	5,900.00	100	0.00	590.00
98	Mackinaw Com Ctr Mat	1,100.00	220.00	880.00	0.00	1,100.00	100	0.00	110.00
99	Mackinaw Com Ctr Lab	6,000.00	1,200.00	4,800.00	0.00	6,000.00	100	0.00	600.00
100	Taz City Court Mat	400.00	0.00	400.00	0.00	400.00	100	0.00	40.00
Page Totals		45,625.00	18,290.00	27,335.00	0.00	45,625.00	100	0.00	4,562.50

AIA Continuation G703

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Tazewell County ADA

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			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
101	Taz City Court Lab	4,700.00	0.00	4,700.00	0.00	4,700.00	100	0.00	470.00
102	Marquette Heights CH Mat	600.00	0.00	600.00	0.00	600.00	100	0.00	60.00
103	Marquette Heights CH Lab	4,500.00	0.00	4,500.00	0.00	4,500.00	100	0.00	450.00
104	Taz City Resource Mat	500.00	0.00	500.00	0.00	500.00	100	0.00	50.00
105	Taz City Resource Lab	3,500.00	0.00	3,500.00	0.00	3,500.00	100	0.00	350.00
106	PAINTING (Wright Way)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
107	Marquette Heights Mat	280.00	0.00	280.00	0.00	280.00	100	0.00	28.00
108	Marquette Heights Lab	2,520.00	0.00	2,520.00	0.00	2,520.00	100	0.00	252.00
109	Creve Coeur Vil Hall Mat	70.00	0.00	0.00	0.00	0.00	0	70.00	0.00
110	Creve Coeur Vil Hall Lab	630.00	0.00	0.00	0.00	0.00	0	630.00	0.00
111	Minier Vil Hall Mat	70.00	0.00	0.00	0.00	0.00	0	70.00	0.00
112	Minier Vil Hall Lab	630.00	0.00	0.00	0.00	0.00	0	630.00	0.00
113	Taze County CH Mat	130.00	0.00	130.00	0.00	130.00	100	0.00	13.00
114	Taze County CH Lab	1,170.00	0.00	1,170.00	0.00	1,170.00	100	0.00	117.00
115	Mckenzie Build Mat	160.00	0.00	160.00	0.00	160.00	100	0.00	16.00
116	Mckenzie Build Lab	1,440.00	0.00	1,440.00	0.00	1,440.00	100	0.00	144.00
117	Mackinaw Com Cen Mat	410.00	0.00	410.00	0.00	410.00	100	0.00	41.00
118	Mackinaw Com Cen Lab	3,690.00	0.00	3,690.00	0.00	3,690.00	100	0.00	369.00
119	Mackinaw Town Hall Mat	70.00	0.00	0.00	0.00	0.00	0	70.00	0.00
120	Mackinaw Town Hall Lab	630.00	0.00	0.00	0.00	0.00	0	630.00	0.00
Page Totals		25,700.00	0.00	23,600.00	0.00	23,600.00	92	2,100.00	2,360.00

AIA Continuation G703

JobId: 22025
Tazewell County ADA

Application no.: 2
Application date: 5/11/23
Period to: 5/12/23
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
121	Taze Resource Cen Mat	90.00	0.00	90.00	0.00	90.00	100	0.00	9.00
122	Taze Resource Cen Lab	810.00	0.00	810.00	0.00	810.00	100	0.00	81.00
123	Taz Healt Dep Mat	560.00	0.00	560.00	0.00	560.00	100	0.00	56.00
124	Taz Healt Dep Lab	5,040.00	3,640.00	1,400.00	0.00	5,040.00	100	0.00	504.00
125	Armington VII Hall Mat	190.00	190.00	0.00	0.00	190.00	100	0.00	19.00
126	Armington VII Hall Lab	1,710.00	1,710.00	0.00	0.00	1,710.00	100	0.00	171.00
127	Hittle Town Hall Mat	340.00	0.00	340.00	0.00	340.00	100	0.00	34.00
128	Hittle Town Hall Lab	3,060.00	0.00	3,060.00	0.00	3,060.00	100	0.00	306.00
129	Delavan City Hall Mat	70.00	0.00	0.00	0.00	0.00	0	70.00	0.00
130	Delavan City Hall Lab	830.00	0.00	0.00	0.00	0.00	0	630.00	0.00
131	ELECTRIAL (Porter)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
132	Creve Coeur VIII Hall Mat	609.00	0.00	548.10	0.00	548.10	90	60.90	54.81
133	Creve Coeur VIII Hall Lab	1,421.00	384.00	1,278.90	0.00	1,662.90	117	-241.90	166.29
134	Minier VIII Hall Mat	630.00	0.00	183.00	0.00	183.00	29	447.00	18.30
135	Minier VIII Hall Lab	1,473.00	0.00	1,325.70	0.00	1,325.70	90	147.30	132.57
136	Mackenzie Building Mat	1,942.00	108.00	1,834.00	0.00	1,942.00	100	0.00	194.20
137	Mackenzie Building Lab	4,533.00	828.00	4,533.00	0.00	5,361.00	118	-828.00	536.10
138	Mackinaw Township Mat	729.00	0.00	656.10	0.00	656.10	90	72.90	65.61
139	Mackinaw Township Lab	1,702.00	0.00	703.80	0.00	703.80	41	998.20	70.38
140	Mackinaw Comm Cent Mat	995.00	0.00	995.00	0.00	995.00	100	0.00	99.50
Page Totals		26,534.00	6,860.00	18,317.60	0.00	25,177.60	95	1,356.40	2,517.76

AIA Continuation G703

JobId: 22025
Tazewell County ADA

Application no.: 2
Application date: 5/11/23
Period to: 5/12/23
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
141	Mackinaw Comm Cent Lab	2,323.00	0.00	2,323.00	0.00	2,323.00	100	0.00	232.30
142	Taze Healt Dep Mat	1,754.00	0.00	1,578.50	0.00	1,578.50	90	175.40	157.86
143	Taze Healt Dep Lab	4,093.00	0.00	3,683.70	0.00	3,683.70	90	409.30	368.37
144	Hittle Town Hall Mat	786.00	0.00	0.00	0.00	0.00	0	786.00	0.00
145	Hittle Town Hall Lab	1,834.00	0.00	945.00	0.00	945.00	52	889.00	94.50
146	Delavan City Hall Mat	865.00	0.00	778.50	0.00	778.50	90	86.50	77.85
147	Delavan City Hall Lab	2,020.00	0.00	1,818.00	0.00	1,818.00	90	202.00	181.80
148	Change Order One	-8,813.00	0.00	-6,813.00	0.00	-6,813.00	100	0.00	-681.30
		296,849.00	92,121.00	173,035.40	0.00	265,156.40	89	31,692.60	26,515.64

Partial Release of Lien

TO WHOM IT MAY CONERN:

That the undersigned, for and in consideration of the payment of the sum of \$ 155,731.86 , paid by the Tazewell County , receipt of which is hereby acknowledged, hereby releases and quit claims to the said party its successors and assigns, and Tazewell County the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

Tazewell County ADA

on account of labor performed and/or material furnished for the construction of any improvements per attached proposal That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for.

IN WITNESS WHEREOF,

I have hereunto set my hand seal this twelfth day of May in the year two thousand and twenty three .

WITNESSES:

Bishop Bros., Inc.

By: [Signature]

Good upon receipt

State of Illinois

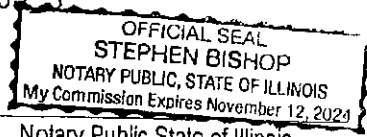
County of Peoria

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct .

By: [Signature]

Sworn to and subscribed before me this 12 day of May , 2023

My Commission expires:
11-12-24

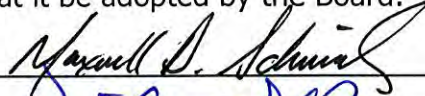

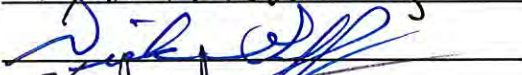
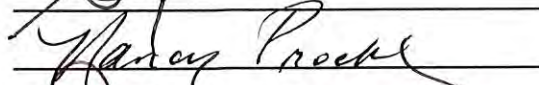
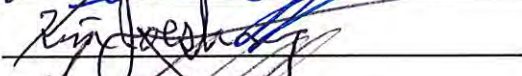
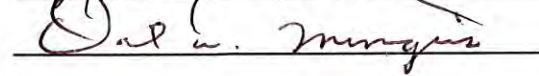

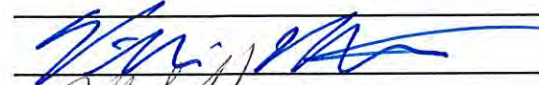
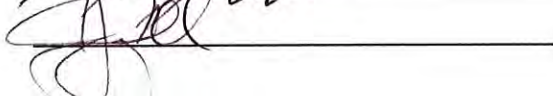



Notary Public State of Illinois

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 02-09-23 through 05-12-23 from budget line 381-600-5252-8601 for invoice number CDBG#4-B in the amount of \$4,820.00.

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



GREATER PEORIA
Economic Development Council

Invoice

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

Date	Invoice #
5/15/2023	CDBG #4-B

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

Due Date
6/5/2023

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) 02/09/2023 - 05/12/2023	4,820.00

Total	\$4,820.00
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DETAIL SUMMARY

Greater Peoria Economic Development Council



May 12, 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.

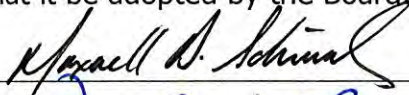

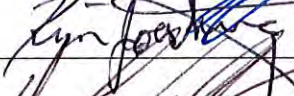
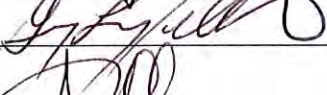

Total Contract Value:	\$24,100
Invoice this date:	\$4,820 (20% of total fee)
Due from previous invoices:	\$0
Amount invoiced to date:	\$15,665
Balance:	\$8,435

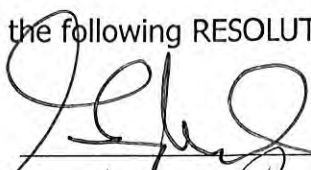
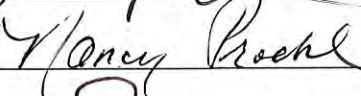

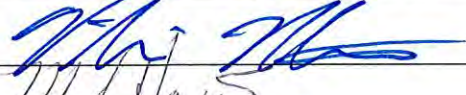

Project Activity	Date(s)	Amount
1. Discussed with contractor current and anticipated project status, including the funding process; 2. Conducted several onsite employee interviews at the various locations of the work by both the general and subcontractors; 3. Reviewed certified payroll reports (CPRs) for general and most of the subcontractors on the job, notifying each of the myriad deficiencies and necessary corrections necessary to make them compliant. Some reports required multiple submissions; 4. Reviewed CPR supporting documentation such as appointment forms and fringe benefit statements plus apprenticeship certifications, bargaining agreements re apprentice ratios and pay scales. Compliance was not often achieved with the first attempts; 5. Submitted initial CPRs and associated documents for general and most subcontractors to state LSO as required; 6. Discussed with contractor, architect and buildings' owners as appropriate change order details and process; 7. Continued financial management oversight and technical assistance, including coordinating of claim approval by grantee; 8. Prepared quarterly reports, submitted to state agency; 9. Miscellaneous other duties not enumerated, including meeting attendance.	2/9/23 to 5/12/23	\$4,820.00
Amount Due		\$4,820.00

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Letter of Engagement; and

WHEREAS, the purpose of the Engagement is for the evaluation of job descriptions using the Korn Ferry Hay Group job evaluation methodology on an as needed basis; and

WHEREAS, the term of the Engagement is from May 15, 2023 to May 14, 2024 with a cost of \$421.80 per job description reviewed.

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 Human Resources Office, and the Auditor of this action.

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



LETTER OF ENGAGEMENT

PRIVATE AND CONFIDENTIAL

May 11, 2023

Angela Hutton

Human Resource Director
Tazewell County
11 South 4th Street
Pekin, IL 61554

RE: Job Evaluation Support

Dear Angela:

We appreciate the opportunity to assist Tazewell County with the evaluation of jobs using the Korn Ferry Hay Group job evaluation methodology. This letter of engagement sets forth our understanding of your needs and the terms and conditions on which our services will be rendered. **Korn Ferry (US)**, on behalf of itself and its affiliates and doing business as Korn Ferry, may be referred to as "**Korn Ferry**," "**we**," "**our**," or "**us**." The office of the Tazewell County may be referred to as "**Tazewell**," "**Client**," "**you**," or "**your**." Korn Ferry and Client are referred to individually as a "**Party**" and collectively as the "**Parties**." This letter of engagement, including Attachments 1, 2, and 3 forms the agreement (the "**Agreement**") under which we will work together.

Korn Ferry will provide the professional services described in Attachment 1 (the "**Services**"). Paul Glogowski will lead the assignment. We may include other consultants, as needed, to assist in the provision of the Services. Services may be performed by one or more Korn Ferry affiliates.

If this Agreement accurately describes the terms of our engagement, please have an authorized representative of the Tazewell County sign and return the entire Agreement to me at paul.glogowski@kornferry.com. Our receipt of this Agreement signed by you authorizes us to proceed with our Services.

Korn Ferry appreciates the opportunity to be of service to Tazewell County. If you have any questions now or during our engagement, please call me at 469.235.5061.

Sincerely,

Korn Ferry (US)

Paul Glogowski

Accepted by:

Korn Ferry (US)

Tazewell County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT 1
SCOPE OF SERVICES**

Our Understanding of Your Needs

Tazewell County is looking for assistance in the Korn Ferry Hay Group Job Evaluation methodology. Specifically, Tazewell County would like Korn Ferry to evaluate jobs on an as-needed/ad-hoc basis throughout the contract period.

Our Response to Your Needs

Based on our understanding, we are happy to assist you with job evaluation services. The following steps outline how we propose this work be done.

Outline of Project

Step 1: Tazewell County will provide KF job descriptions and organization charts for the jobs that need to be evaluated.

Step 2: Korn Ferry will review the information provided and apply the job evaluation methodology to provide an evaluation.

Step 3: Korn Ferry will submit the evaluations to Tazewell County for review and feedback.

Step 4: Korn Ferry will conduct one round of updates to the evaluations based on Tazewell's feedback and finalize the evaluations. Recommended evaluations will be provided within 48 hours of receipt of job description(s) and organization chart(s) from Tazewell.

Deliverables

The deliverable for this work will be in the form of excel file that contain our recommended evaluation for each job evaluated.

THIS AGREEMENT DOES NOT INCLUDE AN INTELLECTUAL PROPERTY LICENSE TO KORN FERRY'S INTELLECTUAL PROPERTY. USE OF KORN FERRY'S INTELLECTUAL PROPERTY REQUIRES THE EXECUTION OF A SEPARATE INTELLECTUAL PROPERTY LICENSE AGREEMENT.

Term

Start Date: May 15, 2023 - End Date: May 14, 2024

Professional Fees and Expenses

The professional fees for the Services are calculated using a \$370.00 USD per job, plus a 14% administrative fee of \$51.58 USD per job, which totals \$421.80 USD per job.

Invoices will be billed monthly based on the number of jobs we evaluate each month, if any.

Total fees during the contract terms dates will not exceed \$10,000 unless both parties agree in writing.

All professional fees are non-contingent and non-refundable unless specifically stated otherwise in this Agreement.

Direct out-of-pocket expenses including travel, lodging, and videoconferencing, will be billed on a monthly basis as incurred; provided, however, that such expenses will be incurred only with the prior written consent of Client, with email correspondence being sufficient for these purposes.

- Fees are based on the scope of Services described herein. Any changes to the scope of Services will result in a change in Fees. The Parties will mutually agree in writing to all changes to Services and the corresponding change in Fees.
- Upon written consent from Tazewell County, Korn Ferry may:
 - Orally refer to Client as a customer in sales presentations and activities.
 - Refer to Client as a customer in written sales presentations and marketing vehicles.
- Also, upon written consent from Tazewell County, the County will:
 - Make reasonable efforts to provide product feedback on Korn Ferry Services
 - Participate in Client's success story on Korn Ferry's website
 - Provide quote for services that may be featured together with logo and corporate name in marketing materials.
- Invoices are due upon receipt. Unless otherwise required by law, Korn Ferry will assess a service charge of one and a half percent (1%) per month for past due amounts. Invoices not objected to in writing within thirty (30) days of receipt will be deemed approved.

Rescheduling or Cancelling

Korn Ferry will schedule and commit personnel and resources to provide the Services. Korn Ferry understands that Client's business conditions may change; however, rescheduling or cancelling on short notice impacts Korn Ferry's business and its ability to provide outstanding service to all of its customers. Client may reschedule or cancel the provision of Services by paying the following fees in addition to the associated fees for any Services rendered. These fees are a genuine pre-estimate of Korn Ferry's losses as a result of such rescheduling or cancellation, and are reflective of the value of the lost bookings for Korn Ferry for the time scheduled and fees which otherwise have been earned by the team leader, team members and other resources, and are not penalties. If Client fails to provide Korn Ferry with documentation, information, or access to its personnel that impacts Korn Ferry's ability to meet the completion date or Client otherwise delays the completion date, Korn Ferry reserves the right to charge Client a rescheduling fee as set forth below.

1. If rescheduling or cancelling more than 20 business days before the scheduled program, meeting or session, Client will pay the Actual Expenses incurred as a result of the rescheduling or cancellation.
2. If rescheduling or cancelling 20 or fewer business days before the scheduled program, meeting or session, cancellation/rescheduling fees will be calculated based on the number of business days' notice provided as shown in the table below, plus Actual Expenses incurred.

		Length of Program		
		Less than 1 day	1-2 days	3-5 days
Notice from Client (business days)	16-20	0	0	25%
	11-15	0	25%	50%
	6-10	0	50%	75%
	3-5	50%	75%	75%
	Less than 3	100%	100%	100%

"Actual Expenses" means amounts Korn Ferry pays to others in anticipation of the Services (e.g., hotels, airlines) that Korn Ferry cannot recover on its termination of the bookings or that Korn Ferry incurs due to changes or cancellations. Korn Ferry will charge Client for costs incurred for any materials Korn Ferry prepares (e.g., for events, workshops, meetings) if the engagement is not rescheduled within two months of the original date.

Invoicing Information

Invoices will be sent to the following address:

Company:	Tazewell County
Address:	11 South 4 th Street Suite 114
Address:	Pekin, IL 61554
Attn (Name, Title):	Angela Hutton, HR Director
Email, Phone:	ahutton@tazewell-il.gov ; 309-478-5917

Accounts Payable Contact:

Company:	Tazewell County
Address:	11 South 4 th Street Suite 114
Address:	Pekin, IL 61554
Attn (Name, Title):	Angela Hutton, HR Director
Email, Phone:	ahutton@tazewell-il.gov ; 309-478-5917

Purchase Order:

If Client's internal policies require that a Purchase Order number appear on invoices, Client must provide the Purchase Order Number with or immediately after signing the Agreement. Please indicate below if a Purchase Order Number is required on an invoice and if so, insert the Number. If Client has not provided a Purchase Order Number within 10 business days of signature, Client will accelerate payment of any invoices delayed by Client's failure to provide a Purchase Order Number by the same number of days as the delay.

PO # [INSERT]

ATTACHMENT 2

GENERAL TERMS AND CONDITIONS

1. **Korn Ferry's Responsibilities.** Korn Ferry will perform the Services in a competent and professional manner and in accordance with generally acceptable industry standards. Korn Ferry may remove and replace any of its resources performing the Services; any resource removed will be replaced by a resource of comparable training and experience.

2. **Client's Responsibilities.** Client will timely provide Korn Ferry with the documentation, information, access to its personnel and the cooperation Korn Ferry reasonably requires to provide the Services. The Services are not intended as a substitute for professional judgment. Client will not use the Services, New Materials, or Korn Ferry Materials as the sole source for any decision relating to any of its employees or candidates, including reprimand, termination, compensation, employment status or work opportunities.

3. **Taxes.**

a. Client will be responsible for all applicable taxes (excluding taxes imposed on Korn Ferry's net income) imposed by any taxing authority, whether designated as value-added (VAT), goods and services (GST), sales, use, or other similar taxes ("**Transaction Taxes**"), now in effect or hereafter imposed, resulting from the fees arising pursuant to this Agreement. If Client is exempt from Transaction Taxes, Client must inform Korn Ferry of its exemption and provide to Korn Ferry complete and proper documentation evidencing the exemption.

b. If Client is required by applicable law to deduct or withhold taxes from any payment due to Korn Ferry, Client will: (i) withhold the legally required amount from payment; (ii) remit the withheld tax to the applicable taxing authority; and (iii) promptly deliver to Korn Ferry original documentation or a certified copy evidencing remittance of withheld tax. If Client does not provide evidence of payment of withheld taxes, Client will reimburse Korn Ferry for the tax withheld from payment to Korn Ferry. Client will comply with all applicable income tax treaties and protocols in determining the amount of tax to withhold.

4. **Representations and Warranties.**

a. Each Party represents and warrants that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization, and has full power and authority to perform all of its obligations under this Agreement; and (ii) the person executing this Agreement on its behalf is duly authorized and empowered to bind the Party to this Agreement.

b. Client further represents and warrants that: (i) it has provided the required notices and obtained all necessary rights and consents to provide to Korn Ferry, or to permit Korn Ferry to collect on Client's behalf, an individual's Personal Data, for the purposes stated in this Agreement; and (ii) the transfer to, collection of and use by Korn Ferry of Personal Data in accordance with this Agreement does not violate any applicable laws or any third party rights. "**Personal Data**" means any information that Korn Ferry has access to, obtains, uses, maintains or otherwise handles in connection with the performance of the Services that identifies an individual or relates to an identifiable individual.

c. **EXCEPT AS PROVIDED IN THIS AGREEMENT, KORN FERRY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

5. **Intellectual Property.**

a. Client retains ownership of all materials, and the intellectual property rights in those materials, provided to Korn Ferry by or on behalf of Client ("**Client Materials**"). Subject to Section 5.b., Client will also own copies of reports and analyses Korn Ferry delivers to Client under this Agreement ("**New Materials**"). Client may use the New Materials in the form provided for its internal purposes only; Client may not use the New Materials for any other purpose or permit any other person, firm or entity to use the New Materials.

b. The performance of the Services and creation of the New Materials will require the use of Korn

Ferry Materials. "**Korn Ferry Materials**" include methodologies, preexisting programs, instruments, models, proprietary information, patents, registered and unregistered trademarks, trade names, trade secrets, copyrights, prototypes, inventions, algorithms, designs, compilations, computer software programs, tools, databases, evaluation guides, report forms, scoring guides, scoring algorithms, scoring instructions, scoring software and norms. Korn Ferry may customize, modify, translate, or expand Korn Ferry Materials to apply to Client's unique requirements (collectively, a "**Customization**"). Any Customization will be Korn Ferry Materials exclusive of any Client Materials included therein. Korn Ferry owns Korn Ferry Materials at all times, and Korn Ferry reserves all rights not expressly granted under this Agreement. Licenses to Korn Ferry Materials must be procured through a separate license agreement. This Agreement will not be construed as a license to copy, modify, create derivative works from, publish, disclose or otherwise use Korn Ferry Materials. Client will not download, copy, publish, disclose, create derivative works of, disassemble, decompile or otherwise attempt to reverse engineer Korn Ferry Materials, nor will Client permit any other person to do so. Client will be liable for all violations of these restrictions by its employees, subcontractors, or agents.

c. If a Customization includes Client Materials, Client grants to Korn Ferry a non-exclusive, limited, non-transferable license to use the Client Materials solely to provide the Services in connection with the Customization. Client represents and warrants that it has all the necessary rights to include the Client Materials in the Customization.

6. Confidential Information.

a. One Party ("**Discloser**") may disclose Confidential Information to the other Party ("**Recipient**") in connection with this Agreement. "**Confidential Information**" means all oral or written information concerning the Discloser, including the Discloser's business and business activities (past, present and future), financial information, technical information, customer information, intellectual property, methodologies, strategies, plans, documents, drawings, designs, tools, models, inventions, and patent disclosures, whether or not marked or identified as "confidential," that may be obtained from any source as a result of this Agreement. Confidential Information does not include information, technical data, or know-how that: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) was lawfully in Recipient's possession or known by Recipient prior to its receipt from Discloser; (iii) was rightfully disclosed to Recipient by another person without restriction; (iv) Recipient independently develops without use of Discloser's Confidential Information; or (v) Discloser approves in writing for release.

b. Recipient will not use any Discloser Confidential Information for any purpose other than to perform its obligations under this Agreement. Recipient will not disclose any Discloser Confidential Information to third parties or to its employees, other than employees or third parties who are required to have the Confidential Information to perform obligations under this Agreement and who are bound by confidentiality terms substantially similar to those in this Section 6. Recipient and Discloser will each be responsible for any breach of this Agreement by its representatives. Recipient will protect Confidential Information from disclosure to others using the same degree of care it uses to protect its own confidential information, but in any case no less than a commercially reasonable degree of care. If Recipient is required by law, regulations, or court order to disclose any of Discloser's Confidential Information, Recipient, where legally allowed, will promptly notify Discloser in writing prior to making any disclosure. Discloser may, at its sole expense, seek a protective order or other appropriate remedy from the proper authority. If no protective order or other remedy is obtained, or Discloser waives compliance with this Agreement, Recipient will furnish only the legally required portion of Confidential Information and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information to the extent possible.

c. Services may include coaching services ("**Coaching Services**") for specific individual(s) (each a "**Coachee**"). Korn Ferry and the Coachee must have open and frank communications for the Coaching Services to be effective. Communications between Korn Ferry and a Coachee will be, so far as is reasonably possible, confidential. Korn Ferry will not be asked or allowed to disclose information provided to Korn Ferry in confidence by a Coachee, except information which Korn Ferry in good faith believes is in one of the following categories: (i) information that the Coachee or some other person is, has, or may become engaged in illegal activity; (ii) information that the Coachee or some other person is, has, or may become a danger or health & safety risk to himself or herself or third persons; (iii) information that the Coachee authorizes Korn Ferry to release; (iv) information that generally informs

Client of the scope, nature and timing of any activity, the goals in the development and coaching plan for the Coaching Services, or the progress being made in attaining the established goals or as otherwise required in connection with the engagement; or (v) information that may have a material or adverse effect on Client, the Korn Ferry coach or Korn Ferry. Korn Ferry and the Korn Ferry coach may obtain information from the Coachee's supervisors, co-workers and other persons concerning the Coachee's work performance. This information, including the identity of any person providing the information, is and will remain so far as is reasonably possible confidential and neither Client nor the Coachee will have access to this information. The Coachee will be advised of these coaching rules prior to participating in the coaching assignment. If any information arising from the Coaching Services is required to be disclosed by any subpoena or other court order, under any applicable law or regulation, Korn Ferry will be entitled to make any required disclosure. Korn Ferry will undertake to notify Client or the Coachee prior to disclosing the Confidential Information, unless prohibited by the terms of the order or legal requirement.

d. Nothing in this Agreement prohibits, or is intended in any manner to prohibit, Recipient from reporting possible violations of law or regulations to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulations. Recipient does not need Discloser's prior authorization to make any protected reports or disclosures; nor is Recipient required to notify Discloser that protected reports or disclosures have been made. Without limiting the foregoing, nothing in this Agreement is intended to interfere with or restrain the immunity provided applicable whistleblower laws for confidential disclosures of trade secrets to government officials or lawyers, solely to report or investigate a suspected violation of law or included in a sealed filing in court or other proceeding.

e. Upon request, Recipient will destroy Discloser's Confidential Information in its possession, but Recipient may: (i) retain copies of Confidential Information that it is required to retain by law or regulation; (ii) retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product; and (iii) store copies made as part of routine back up of its information technology systems but the Confidential Information Recipient retains must continue to be handled in accordance with this Section 6.

7. Personal Data.

a. Korn Ferry will not disclose to Client an individual's item level responses to assessments and surveys or composite components and intermediate data points (e.g., intermediate numeric scores, ratings, evaluation guides, integration grids, or interview/simulation notes), including Personal Data, that Korn Ferry collects in providing the Services, and upon which the New Materials will be based (the "Raw Data"). Korn Ferry will use Raw Data to provide the Services as specified in this Agreement or as otherwise instructed and permitted by Client. The Parties agree that the Services include archiving the Raw Data and using de-identified and aggregated Raw Data for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, and enhance Korn Ferry's products and services. Any published end product will not identify, or include any results attributable to, Client or a specific individual. Raw Data will be treated in accordance with Korn Ferry's Global Privacy Policy, which is available on Korn Ferry's website and incorporated into this Agreement by reference.

b. Where Korn Ferry processes Personal Data as a data processor, or equivalent under applicable data protection law, on Client's behalf in its performance of the Services, the Privacy and Data Protection Attachment 3 will apply. Where the Parties process Personal Data as independent data controllers, or equivalent under applicable data protection law, the Parties will comply with applicable law and maintain adequate security controls relevant to the Personal Data processed.

8. **Security.** Having regard to the available technology, cost of its implementation, the nature, scope, context and purposes of the Personal Data processing, and taking into account the harm that might result from accidental loss, destruction, disclosure or damage of Personal Data, Korn Ferry will implement appropriate technical and organizational measures designed to prevent any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

9. Indemnification.

a. **By Client.** Client will indemnify and defend Korn Ferry, its parent, affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related

liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (i) Client's decision to take any employment action with regard to any individual identified, evaluated, assessed, or coached by Korn Ferry; (ii) Korn Ferry's use of Client Materials in accordance with this Agreement; or (iii) Client's breach of its representations and warranties.

b. By Korn Ferry. Korn Ferry will indemnify and defend Client, its parent, affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (i) Korn Ferry's gross negligence, willful misconduct, or fraud; (ii) Korn Ferry's breach of its representations and warranties; or (iii) intellectual property infringement. Korn Ferry has no obligation regarding any infringement claim based upon services or materials which are modified, combined, operated, or used with any product, data, apparatus, software, or program not provided by Korn Ferry or authorized by Korn Ferry in writing, or which are a result of Client's design specifications. If an infringement claim is made relating to the New Materials, Korn Ferry Materials, or Services (the "**Infringing Content**"), Korn Ferry will: (w) procure for Client the right to continue to use the Infringing Content; (x) replace the Infringing Content with non-infringing materials; (y) modify the Infringing Content to make it non-infringing; or (z) terminate this Agreement and refund all pre-paid amounts paid by Client for which Client has not received Services.

c. Indemnification Process. The Party seeking indemnification will provide detailed written notice to the indemnifying Party promptly after learning of the third party claim; the indemnified Party's failure to do so promptly will not relieve the indemnifying Party of its indemnification obligations except to the extent the indemnifying Party is materially prejudiced by any delay in this notice. The indemnifying Party may assume control of the defense and settlement of the claim, and the indemnified Party will provide reasonable assistance at the indemnifying Party's reasonable expense, but the indemnifying Party may not agree to any settlement or consent to any final judgment without the prior written consent of the indemnified Party if (a) the indemnified Party is required to admit liability, undertake any obligation or pay any amount other than amounts concurrently reimbursed by the indemnifying Party, (b) the settlement or judgment does not fully release the indemnified Party of all liability, or (c) the indemnified Party's rights in its own property are negatively affected.

10. Limitations of Liability. NEITHER PARTY WILL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, RELATING TO THIS AGREEMENT. KORN FERRY'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT TO KORN FERRY UNDER THIS AGREEMENT. THIS SECTION 10 APPLIES REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF THE PARTY KNOWS THAT THESE DAMAGES MIGHT OCCUR.

11. Relationship of the Parties. Korn Ferry is at all times an independent contractor. Korn Ferry employees remain in Korn Ferry's employ and will not be deemed Client's agents or employees. Neither Party is authorized to bind or commit the other Party in any respect or to accept legal process on the other Party's behalf. Neither Party will be liable to any agent, subcontractor, supplier, employee, or customer of the other Party for any commission, compensation, remuneration, or similar benefit of any nature whatsoever. This Agreement is not intended to, and does not, create or impose any fiduciary relationship between the Parties. Korn Ferry is not providing legal advice under this Agreement.

12. Subprocessing. Client grants Korn Ferry a general authorization to use subprocessors, including Korn Ferry affiliates, in connection with the provision of the Services. Processing activities may include accessing, storing, handling or otherwise using Personal Data. Korn Ferry remains responsible for the work and activities of its subprocessors to the same extent Korn Ferry would be liable if performing the Services. Korn Ferry is responsible for all payments to its subprocessors. Korn Ferry has entered into a written agreement with subprocessors containing equivalent data protection obligations as in this Agreement. An inclusive list of Korn Ferry's current subprocessors is available on its corporate website at <https://cdn.kornferry.com/privacy/subprocessor.pdf>. The published list is incorporated into this Agreement by reference. Client may subscribe for notifications of changes to subprocessors through Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>.

Client will be deemed to have approved changes to subprocessors where Korn Ferry notifies Client via the subscription service and no written objection is received from Client within fifteen (15) days of written notification. If Client objects (on commercially reasonable grounds) in writing within fifteen (15) days of written notification, Korn Ferry may cease to provide or Client may agree not to use, on a temporary or on-going basis, the particular Service that would involve the use of the new subprocessor. Suspension of Services or partial termination by either Party subject to this Section 12 will not be deemed a breach of the Agreement.

13. Assignment, Subcontracting. Neither Party may sell, assign, or transfer this Agreement, without the other Party's written consent, but no consent is required if the assignment: (a) results from the assignor's merger, consolidation, spin-off, split-off or acquisition, but the assignment must be limited to the assignor's survivor, subsidiary or successor; or (b) is to an affiliate capable of performing the assignor's duties and obligations under this Agreement. Subject to the foregoing, this Agreement will inure to the benefit of and will be binding upon Korn Ferry, Client and their respective successors and permitted assigns. Korn Ferry will not subcontract Services without Client's prior consent. This provision applies to subcontractors engaged specifically to provide Services for Client.

14. Governing Law. This Agreement will in all respects be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law provisions and without effect to principles of conflicts of law, regardless of the place of making or performance. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement requires Korn Ferry to do any act or refrain from doing any act which would result in Korn Ferry violating (or becoming subject to any penalty under) any laws to which it is subject. The Parties disclaim the applicability of the United Nations' Convention on the International Sale of Goods.

15. Non Waiver. A Party's failure at any time to enforce any of the provisions of, or any right or remedy available to it under, this Agreement or at law or in equity, or to exercise any option provided, will not constitute a waiver of that provision, right, remedy or option or in any way affect the validity of this Agreement. A Party's waiver of any default by either Party will not be deemed a continuing waiver, but will apply solely to the instance to which that waiver is directed.

16. Severability; Interpretation. Every provision of this Agreement will be construed, to the extent possible, to be valid and enforceable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

17. No Third Party Beneficiary Rights. This Agreement is not intended to be for the benefit of any person other than Client and Korn Ferry. No other person, including any candidates or prospective candidates, will be considered a third party beneficiary of or otherwise entitled to any rights or benefits arising in connection with this Agreement.

18. Force Majeure. Neither Party will be considered in default as a result of its delay or failure to perform its obligations under this Agreement when the delay or failure arises out of causes beyond that Party's reasonable control. Causes may include acts of God or a public enemy, acts of the state or the government in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party claiming a force majeure event to excuse its performance.

19. Jury Trial Waiver. Each Party irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any dispute related to this Agreement.

20. Entire Agreement; Conflicts. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. The Parties will not be bound by any representation, promise, or condition not expressly set forth in this Agreement. Preprinted terms and conditions on any purchase order issued by Client, or terms and conditions or additional requests for information included in Client's vendor set up process, under this Agreement are superseded in their entirety by this Agreement and without force or effect, even if Korn Ferry signs the purchase order or acknowledges such terms to be set up as a vendor in

Client's systems and whether such signature or acknowledgement occurs prior to or after the execution of this Agreement. Under no circumstances will Korn Ferry's acknowledgement of any such terms be considered an amendment to this Agreement. All purchase orders must include a reference to this Agreement. Neither Party has been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. This Agreement may only be modified by the written agreement of both Parties.

21. Compliance with Legal and Regulatory Requirements.

a. Each Party represents and warrants that it:

i. will comply with all applicable legal and regulatory requirements of any governmental or supranational body with jurisdiction over this Agreement or either Party in connection with this Agreement, which include: (a) information privacy and data protection laws and regulations relating to the protection, disclosure and use of individuals' personal data including the General Data Protection Regulation (GDPR) and other laws and regulations that mandate the protection of personal data; and (b) anti-bribery, anti-corruption, and anti-money laundering laws or regulations; and (c) international trade laws and regulations including those of the US, EU, UK, and UN("Sanctions");

ii. is not a target Sanctions;

iii. is not owned or controlled by any person or entity which is a target of Sanctions; and

iv. is not located or organized in, or owned or controlled by persons or entities in a jurisdiction which is a target of Sanctions (including Cuba, Iran, North Korea, Syria, and the Crimea Region of the Ukraine) ("Sanctioned Jurisdiction").

b. Client further represents and warrants that it will not transfer, provide access, or use the Services or work product (including tools and intellectual property): to or for the benefit of any Specially Designated National and Blocked Person (as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control), to or in any Sanctioned Jurisdiction, or to any other party if such transfer, access, or use would constitute a violation of Sanctions.

c. If Client, as of the Effective Date, is a target of Sanctions or Client is located in a Sanctioned Jurisdiction, the Agreement is void at inception if Korn Ferry's performance of the Agreement would violate applicable Sanctions. Any breach of this Section 21, including if Client becomes a target of Sanctions, is a material breach of this Agreement and grounds for immediate termination by the non-breaching Party.

22. Miscellaneous. No provision of this Agreement will be construed against or interpreted to the disadvantage of any Party because that Party has or is deemed to have drafted the provision. All section headings and captions are for the Parties' convenience only, are not part of the text, and will not be deemed in any way to limit or affect the meaning of this Agreement. When used in this Agreement, "including" means "including without limitation." Client permits Korn Ferry to include Client's company name as a participant in products and services. The Parties may execute this Agreement in any number of counterpart copies, which may be delivered by PDF or other electronic means, each of which will be deemed an original, but which taken together constitute a single instrument. Either Party may terminate this Agreement immediately if: (i) a Party is in breach, the non-breaching Party has provided the breaching Party with a written notice and the breaching Party has failed to cure the breach within thirty (30) days of its receipt of notice; or (ii) the other Party enters into bankruptcy proceedings, becomes insolvent, or there is an appointment of a receiver for the benefit of creditors, or cessation of business. Except as expressly provided in this Agreement, all remedies available to either Party for breach of this Agreement or at law or in equity are cumulative and may be exercised concurrently or separately. Those sections of this Agreement that are intended by their nature to survive termination or expiration of this Agreement will survive.

Attachment 3 Privacy and Data Protection Exhibit

This Attachment 3 (the "Exhibit") is governed by and subject to the Letter of Engagement between the Parties.

1. INTERPRETATION

1.1 Capitalized terms used but not defined in this Exhibit have the meanings given to them in the Agreement unless the context requires otherwise.

1.2 In this Exhibit:

Agreement means the Letter of Engagement to which this Exhibit is attached;

Approved Subprocessors means the subprocessors that have been approved by Client in accordance with Section 12 of the Agreement;

Data Protection Legislation means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing of Personal Data, as applicable to Client, Korn Ferry and/or the Services, including, but not limited to the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (GDPR), and any corresponding or equivalent national laws or regulations, in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time;

Data Subject means any person in respect of whom Personal Data is processed;

Personnel means officers, employees, workers or independent contractors.

Standard Contractual Clauses means the following transfer agreements where relevant Personal Data is transferred between the Client, including any Client affiliates, and Korn Ferry, including Korn Ferry's affiliates, to jurisdictions deemed inadequate by Data Protection Legislation, as applicable:

a. The relevant European Standard Contractual Clauses adopted per Commission Implementing Decision (EU) 2021/914 of 4 June 2021, pre-signed by Korn Ferry and available on Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>. For transfers from the UK, the Parties agree that references in the European Standard Contractual Clauses to the GDPR will mean the UK General Data Protection Regulation, references to the EU or Member States will mean the UK, and references to a supervisory authority will mean the ICO. For transfers from Switzerland, the Parties agree that references to the GDPR will mean the Swiss Federal Act on Data Protection, references to the EU or Member States will mean Switzerland, and references to a supervisory authority will mean the Federal Data Protection and Information Commissioner (FDPIC);

b. The Argentina Standard Contractual Clauses per Decree 60-E/2016 of the Argentina Data Protection Authority;

c. Abu Dhabi Standard Contractual Clauses pursuant to the Abu Dhabi Global Market Data Protection Regulations 2021;

d. Dubai International Financial Centre (DIFC) Standard Contractual Clauses pursuant to the Data Protection Regulations of the Law No. 5 of 2020; and

e. Any other legally mandatory data transfer agreements required by Data Protection Legislation as notified by Korn Ferry in writing, effective thirty (30) days after written notice.

The Parties agree that the processing or security details included in the Korn Ferry pre-signed European Standard Contractual Clauses are incorporated into any other Standard Contractual Clauses where relevant. The Parties intend that this Exhibit clarifies, but does not modify or contradict, the rights and obligations of the Standard Contractual Clauses.

1.3 Any conflicts between Attachment 2 and this Exhibit will be resolved in favor of Attachment 2.

2. SCOPE AND PURPOSE

- 2.1 Where Korn Ferry processes Personal Data on Client's behalf as a data processor or equivalent under Data Protection Legislation, Korn Ferry will process Personal Data: (a) solely on Client's behalf, in the manner and for the purposes set out in this Exhibit and as documented in the Agreement; (b) upon other specific reasonable documented instruction of Client; or (c) as needed to comply with law. Korn Ferry will comply with Data Protection Legislation applicable to Korn Ferry and provide the same level of privacy protection, including of individual rights, as is required by Data Protection Legislation. Korn Ferry certifies its understanding that it is restricted from: (i) selling, sharing (for cross-context behavioural advertising purposes, as defined under the CCPA), or disclosing in exchange for consideration, Personal Data to a third party; (ii) retaining, using, or disclosing the Personal Data outside the direct business relationship of the Parties for any purpose, including commercial purposes, other than for purposes specified in the Agreement or Data Protection Legislation; and (iii) combining Personal Data Korn Ferry receives pursuant to the Agreement with personal data that it receives from or on behalf of another person or persons, or collects from its own interaction with the Data Subject, provided that Korn Ferry may combine Personal Data as permitted under Data Protection Legislation]. This Exhibit does not apply where the Parties process Personal Data as independent data controllers, or equivalent, under Data Protection Legislation..
- 2.2 The types of Personal Data that may be processed by Korn Ferry are those provided by Client through its use of the Services, including Personal Data comprising business contact information of Client employees and contact information, survey responses and assessment evaluation data of Client-nominated assessment participants, including information on race, ethnic origin, sexual orientation, disability and veteran status, if requested by Client. Personal Data will be processed for the purposes of communication, assessment, analysis and generating reports in the course of providing the Services. The duration of the processing will be until the deletion of the Personal Data in accordance with Section 9 of this Exhibit.
- 2.3 Client hereby:
- 2.3.1 instructs Korn Ferry to take such steps in the processing of Personal Data on behalf of Client as are reasonably necessary for the provision of the Services;
- 2.3.2 ensures that all fair processing notices have been given (and/or, where necessary, valid consents have been obtained and not withdrawn) and are sufficient in scope and kept up-to-date in order to enable Korn Ferry to process the Personal Data in accordance with the Data Protection Legislation; and
- 2.3.3 authorises Korn Ferry to provide to the Approved Subprocessors and on behalf of Client instructions that are equivalent to the instructions set out in Section 2.3.1.
- 2.3.4 In the event Korn Ferry provides Client with data in de-identified form, Client will ensure that any such information qualifies and remains qualified as de-identified data as defined under applicable Data Protection Legislation. Client will make no attempt to re-identify any Data Subject to whom such data relates, will publicly commit to maintaining and using such data without attempting to re-identify it, will take reasonable measures to prevent such re-identification, and will indemnify Korn Ferry for direct damages incurred by third parties as a result of Client's non-compliance with this section.
- 2.4 Where either Party is responsible for collecting and transferring Personal Data for the provision of the Services, it will use its reasonable endeavours to ensure that it is not subject to any prohibition or restriction which would prevent the other Party from processing that Personal Data in the manner reasonably necessary for Korn Ferry to perform, or Client to benefit from, the Services.
- 2.5 Korn Ferry will inform Client if it believes that any Client instructions regarding Personal Data processing would violate the GDPR.
- 2.6 Korn Ferry will inform Client if it believes that any Client instructions regarding Personal Data processing would violate the GDPR. Korn Ferry will notify Client if Korn Ferry makes a determination that Korn Ferry can no longer meet its obligations under CCPA and is unable to

cure within a reasonable period of time ("Self Reporting"). Client may, upon notice to Korn Ferry, including in the case of Self Reporting, take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data.

3. CONFIDENTIALITY AND SECURITY

3.1 Korn Ferry undertakes to treat all Personal Data as confidential. Korn Ferry will ensure that persons authorised to process Personal Data are bound by obligations of confidentiality consistent with those imposed upon Korn Ferry under this Exhibit and under the Agreement.

3.2 Where legally allowed, Korn Ferry will promptly notify Client of any legally binding request from a law enforcement authority or others for disclosure of Personal Data before making any disclosure and will reject any non-legally binding requests.

3.3 Refer to Sections 7 and 8 of the Agreement for further security requirements.

4. SECURITY BREACH

Korn Ferry will provide Client with written notice as soon as reasonably possible upon becoming aware of any actual breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data processed by Korn Ferry (a Security Breach). Korn Ferry shall assist or support Client at Client's request in complying with Client's notification obligations regarding a Security Breach.

5. **SUBPROCESSING.** Refer to Section 12 of the Agreement.

6. CROSS-BORDER TRANSFERS OF PERSONAL DATA

Korn Ferry may transfer Personal Data to various locations, which may include locations both inside and outside of the European Economic Area. Korn Ferry will ensure that any cross-border transfers of Personal Data comply with applicable Data Protection Legislation. At Client's request, Korn Ferry and any relevant Korn Ferry affiliate will enter into an appropriate data processing agreement or the standard contractual clauses with the Client to allow Client to transfer Personal Data to Korn Ferry and any Korn Ferry affiliate. The Standard Contractual Clauses are incorporated by reference and the Parties' execution of the Agreement also constitutes the execution of the Standard Contractual Clauses. Notwithstanding terms to the contrary in the Agreement, Korn Ferry may amend the Standard Contractual Clauses from time-to-time, only as required by Data Protection Legislation, by sending Client written notice and such amendment will be deemed accepted by Client and become effective thirty (30) days after such notice.

7. AUDIT

7.1 **General Audit Terms.** Client may conduct audits as described in this Section 7. Permitted audits will be completed in a professional and ethical manner which does not, in Korn Ferry's reasonable judgment, compromise the integrity of Korn Ferry's (or its other customers') data, system security, or operational performance. Client will notify Korn Ferry in writing at least twenty (20) business days prior to any audit taking place. Audits will be conducted during Korn Ferry's normal business hours. Client will bear all costs and expenses relating to each audit. Client and its agents must keep confidential all information learned during any audit. Korn Ferry may require outside auditors to sign an appropriate confidentiality agreement. Korn Ferry will not provide Client or its agents with access to proprietary or confidential information concerning its other customers. All information learned or acquired by Client during any audit is Korn Ferry Confidential Information.

7.2 **Security and Compliance Audit.** Subject to Client's first signing Korn Ferry's audit compliance agreement (the "ACA"), Client may conduct one security and compliance audit in any rolling 12-month period. An ACA is required for each audit. The audit may include an inspection, examination, or review of relevant security controls and processing activity in Korn Ferry's physical and technical environment solely as applicable to Client's Personal Data processed by Korn Ferry pursuant to this Agreement and as is reasonably necessary to demonstrate Korn Ferry's compliance with the Agreement. As part of such security and compliance audit and upon Client's reasonable request, Korn Ferry will make available to Client all information in its

possession necessary to demonstrate compliance with its obligations under Data Protection Legislation applicable to Korn Ferry. Requests to conduct security and compliance audits must be made in writing to Security@kornferry.com. Korn Ferry will provide access, at Korn Ferry's discretion, to relevant documentation, knowledgeable personnel, physical premises, summary audit reports, ISO 27001 and 27018 annual certifications, and infrastructure and application software that actually process Client's Personal Data. The ACA must include, if applicable, a description of any network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, service denial attack or other testing which by its application may cause impact to Korn Ferry's data, its customers' data, its operations or security. If security testing is permitted, Client assumes sole and total responsibility and risk for any damages or liabilities arising directly or indirectly as a result of the testing.

- 7.3 **Security Questionnaire.** Upon Client's written request but no more than once in any rolling 12-month period, Korn Ferry will complete Client's written information security questionnaire regarding Korn Ferry's processing of Client's Personal Data.

8. KORN FERRY ASSISTANCE

Taking into account the nature of the Personal Data processing and the information available to Korn Ferry, Korn Ferry will assist Client with Client's obligation to respond to Data Subjects' requests to exercise their rights under the Data Protection Legislation; and, at Client's request, using appropriate technical and organization measures, assist Client in meeting its compliance obligations regarding carrying out privacy and data protection impact assessments and related consultations of data protection authorities. Korn Ferry may charge a reasonable fee to Client for such requested assistance, to the extent permitted by Data Protection Legislation and as agreed to by the Parties.

9. DESTRUCTION OF PERSONAL DATA

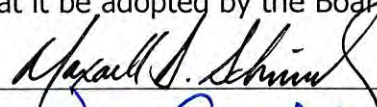


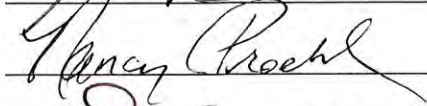
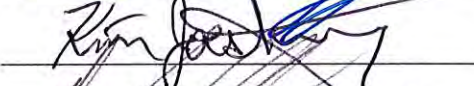
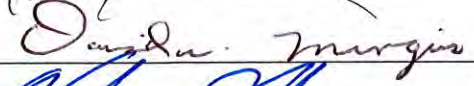
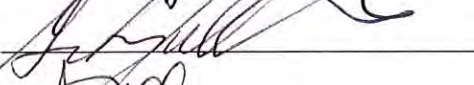


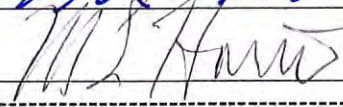
Upon Client's written request, Korn Ferry will destroy all Personal Data processed by Korn Ferry on Client's behalf that is in the possession or under Korn Ferry's control. Korn Ferry is entitled to retain back-ups of Personal Data, and Korn Ferry will delete Personal Data according to its reasonable retention schedule. Korn Ferry will provide certification of deletion of Personal Data to Client upon Client's written request.

COMMITTEE REPORT

E-23-81

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the second change order for the accessibility improvements utilizing funds from the CDBG RLF Closeout Grant 18-248591; and

WHEREAS, the change order includes adding access controls to two doors in the McKenzie Building for a cost of \$3,593.70; and

WHEREAS, the change order also includes connecting a hot water supply in the Mackinaw Community Center for a cost of \$739.00; and

WHEREAS, the total of the attached change order increases the construction cost by \$4,332.70; and

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

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

CHANGE ORDER NO: 2

INITIATION DATE: May 15, 2023

TO (CONTRACTOR): Bishop Brothers, Inc.
P. O. Box 3854
2800 W. Alta Road
Peoria, IL 61615

PROJECT: Tazewell County Accessibility
Upgrades at Various Buildings
Tazewell County, Illinois

ARCHITECT'S
PROJECT NO.: 2712-20

CONTRACT FOR: General Work

CONTRACT DATE: December 1, 2022

You are directed to make the following changes in this Contract:

1. Contractor shall add access controls to the door operators at Doors 124 and 308 at the McKenzie Building. An additional outlet will be needed above the ceiling at Door 308 for access controls. See Contractor breakdown sheet, attached.

ADD \$3,593.70

2. Contractor to connect hot water supply to an adjacent water heater approximately 10 feet away at the Mackinaw Community Center. See Contractor breakdown sheet, attached.

ADD \$739.00

ATTACHMENTS: Contractor Breakdowns

Total Add to Contract Sum for this Change Order \$4,332.70

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was.....\$303,662.00

Net change by previously authorized Change Orders.....\$(6,813.00)

The Contract Sum prior to this Change Order was.....\$296,849.00

The Contract Sum will be increased by this Change Order....\$ 4,332.70

The new Contract Sum including this Change Order will be...\$301,181.70

The Contract Time will be (increased decreased unchanged) by () Days

The Date of Substantial Completion as of the date of this Change Order therefore is

AUTHORIZED:

ARCHITECT-----	CONTRACTOR-----	OWNER-----
Kenyon & Associates	Bishop Brothers, Inc.	Tazewell County
6824 N. Frostwood Prkwy.	P. O. Box 3854	11 S. 4th Street, Suite 432
Peoria, IL 61614	Peoria, IL 61612	Pekin, IL 61554

By Tom Gordon By O. Uyfun By _____

Date 5/15/23 Date 5/16/2023 Date _____

CONSTRUCTION CHANGE REQUEST

TO:
Kenyon & Associates
 6824 North Frostwood Parkway
 Address
 Peoria, Illinois

004

Project Name:
Tazewell County Accessibility
 Various Locations
 Tazewell County, Illinois
 Contract Date: 11/10/2022

CONSTRUCTION CHANGE REQUEST
 RFP: 000 RFP Date:
 RFP Description: Date Submitted:

CONTRACTOR	LABOR	MATERIAL DESCRIPTION	MATERIAL	TOTAL
Teufel Hunden Electronics, Inc	\$ 1,500.00		\$ 1,285.00	\$ 2,785.00
Porter Electric	\$ 250.00			\$ 250.00
Bishop Bros Inc	\$ 192.00	SUPERVISION		\$ 192.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

SUB TOTAL \$ 3,227.00

TAX (if applicable)
BOND (if applicable) \$ 40.00

SUB TOTAL \$ 3,267.00

BBI OVERHEAD & PROFIT \$ 326.70

TOTAL CONSTRUCTION CHANGE AMOUNT \$ 3,593.70

This Change is submitted by:
 See attached breakdowns

Stephen R. Bishop

BBI BISHOP
 BROS.
 INC.
 DESIGNERS AND CONSTRUCTORS
 PO Box 3854
 Peoria, Illinois 61612

sbishopbbi@comcast.net
 309-243-5599
 FAX-243-5632

PE PORTER ELECTRIC LLC

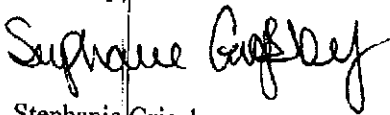
PROJECT: Tazewell ADA

We are pleased to submit the following change order for:

Installing receptacle in existing junction box on dedicated circuit for door actuator at McKenzie Building.

All work shall be completed in a workmanlike manner, in accordance with industry standard practices and manufacturers' specifications. Work to be completed during normal working hours of 7:00am-3:30pm Monday-Friday unless specified otherwise. We propose to furnish material, tax, and labor to complete the above specifications, for the sum of: \$250.00

Sincerely,



Stephanie Grigsby

Accepted By:

Owner _____

PROJECT PROPOSAL



Customer: Tazwell County McKenzie Building
Address: 11 S 4th St #401
Pekin IL 61554
Phone: 309 477 2264
Contact: Justin Bishop, Bishop Bros Inc.
Phone: 309 645 6887
Email: jbishop@bishopbroconstrucion.com
Salesman: Tyler Tippet
Project No.: TCMB20230508

Teufel Hunden Electronics, Inc.
3420 Veterans Dr. Sulte 363
Pekin, IL 61554
(309) 840-4904- phone

SCOPE

THE will install:

- New door controller for the Treasurer's office door
- Run communication cable from network closet to door controller
- Power supply for door strike at Treasurer's office door
- Disconnect and remove any access control device that will impede the installation of the new doors, two (2) doors.
- Reinstall all access control devices needed.
- Install new timer module to activate and deactivate the handicap buttons to protect the operator motors while in the locked condition.
- Test the system for proper operation when complete.

will be responsible for:

- Access to building for system install
- Power ran to an outlet above the drop ceiling in approved enclosure outside of Treasures office
- City, county, state permits/license (if required) per site.
- Lifts if required.

Thank you for the opportunity to provide this quote.

Equipment	\$1,285.00
<u>Installation Labor Only</u>	<u>\$1,500.00</u>
Total Excluding Tax and Shipping, Valid for 30 Days (6/7/2023)	\$2,785.00

Parts availability may exceed 90 days.

Accepted by: _____ Date: _____

Disclosures and Terms of Service

Pricing Reflects Net 30 (30 days after the Invoice is submitted) payment. Net 45 payment, will incur a 2.5% cost increase, Net 90 payment will incur a 5% cost increase. All payments past 90 days are subject to interest terms below.

3-Year Warranty on all workmanship. Any Issues found to be the fault of workmanship or design flaws on behalf of THE, will be covered at no cost to the customer, for a period of 3 years from the sign-off of the project

90 Day Warranty on all manufacture's parts. Any Issues found to be the result of a faulty device, will be replaced at no charge to the customer **FOR COMPONENTS ONLY**. A discounted rate of 1/2 (one half) of current labor charge will be applied to this scenario

Special Warranty Disclosure - All warranties are void if another vendor services a THE installed system. Any devices installed, requiring special equipment, the special equipment costs will be the responsibility of the customer for any warranty issue.

IT Disclosure - Teufel Hunden Electronics is not responsible for Information Technology issues, when managed by a separate entity. All issues that cause a loss of time, productivity, or damage to equipment will be charged to the customer at Time and Materials rate. This is a separate charge, outside of the scope of work of the job. THE will provide information and scheduling to meet the needs of the IT department. If, for any reason, the IT department (provided by the customer) is not prepared, missing equipment, or has misconfigured their system and causes THE additional calls/site visits or additional meetings, THE will charge these costs to the customer. The charges will be charged at Technician Rate or Engineering Rate. If the project must be reengineered, the changes will be billed separately at an engineering rate.

3rd Party Disclosure - Teufel Hunden Electronics will not be responsible for departing location, under conditions outside of the control of the technician. Any additional time on site, will require a change order or service ticket, under conditions including, but not limited to: excessive hold times, improper program or function of system provided by others, faulty equipment, site access restrictions, miscommunication outside of the control of THE personnel, sudden change in customer availability, changes to job outside scope of work, lack of parts upon scheduled date of job, or return trips due to lack of necessary equipment or paperwork not being provided by others. THE will also not be responsible for code violations, damaged or specified as it pertains to installation, service, or inspections on behalf of the 3rd party contractor. The 3rd party contractor will be responsible for implementing all pertinent codes by design, specifications, service, or inspections agreements with their own customers.

- **Bid Review Option:** Projects with logistics or other issues, which cause the start date to be 185 days or more past the acceptance of the job, may be eligible for a bid review. Any cost increases will be added as a change order to the original accepted project.
- **Changes to Jobsite, or Job Procedure:** Any bid project, which deviates from the original environment for which the bid was placed, will require a change order to accommodate for the additional time it costs our employees. Examples include (but are not limited to); drastic changes in staging areas, excessive moving of storage or parts, changes to security procedure, changes to parking, changes to safety policy that may require additional personnel or parts, changes to the area of work that affects accessibility, logistics issues which cause the cost of labor increase, changes in pandemic protocols, or anything else which affects how the job was bid for.
- **Schedule Priority:** Delays made as a result of any issues on behalf of the 3rd party entity, may result in a lower priority of the installation or service. This is in no way punitive to the customer, but rather a matter of keeping to previously agreed upon start dates and deadlines for other jobsites. THE will do its best to accommodate changes to the schedule.

THE will program all equipment, as stated in the scope of work. If there are additional program requests, they will be performed as a service call or a change order. The customer may choose to have THE manage the system remotely, for which no on-site systems administrator will be required to monitor or maintain equipment. The agreement to have THE manage the system remotely is referred to as the "Remote Management System" agreement. RMS agreements shall have a separate contract. If customer provides remote access to the system and agrees to the IT security agreement (as stated in the terms of the RMS agreement), THE will provide one year of RMS to new installs, which will apply a discount to all service and install parts during that period.

All quotes to customers with active RMS agreements, reflect the discounted rates listed in the contract. For new installs, that include this agreement, the discount rate applied is 10% for manufacturers software service agreements, and 15% on service and install parts. Additional terms of service apply.

THE will not be responsible for equipment or system integrity, if a competitor company is allowed to interact with any component of that system or its ability to communicate. Any access given to a competitor company to THE installed equipment will void all warranty commitments, and may incur additional charges to repair, or resecure the equipment. If a competitor company manages the IT communications, a non-disclosure and non-compete agreement must be signed, as there will be THE specific programming parameters and proprietary information contained within the system.

Unless otherwise agreed or stated, all engineering fees are waived upon signed agreement. All engineering documentation, which does not contain THE proprietary information, copyrighted information, or vendor specific agreements become the property of the customer upon completion of the installation.

If service to the equipment is severed, THE must be notified of the change in service (prior to allowing another provider to access the system) to relinquish passwords and access of the system as well as to provide THE the opportunity to remove intellectual property from the system. Any damage or theft of intellectual property to another company, may be considered damages to THE.

In the case of systems upgrades, THE is not responsible for failures of old equipment

If the system is a takeover, from another company, THE will not be responsible for the previous providers workmanship or misconfigured components or programming.

THE is not responsible for IT security unless otherwise stated or agreed upon, or in the case where THE is the IT service provider.

THE is not responsible for customer misuse, improper maintenance, or damage of equipment; especially that which leads to a security or safety breach of the customer facilities, equipment, or data.

THE is not responsible for damage, due to acts of God, terrorism, burglary, vandalism, or other events that cannot be controlled by THE

THE is not responsible for other vendors equipment failure.

Scope: Teufel Hunden Electronics (THE) agrees to provide the services and/or equipment described herein, without liability and not as an issuer in a professional and workmanlike manner for the client, listed in this quote. Electronic Monitoring, Service, or Remote Services shall be subject to the execution of a separate contract.

Interruption of service/deadline: THE is not responsible for delays or interruption of service/installation, caused by (but not limited to): strikes, riots, acts of God, infrastructure failure, or other event beyond the control of THE.

Payment Delinquency, Interest: In the event that payment due, is greater than ten (10) days delinquent, THE may impose and collect interest, at a rate of 1.50% per month (18% per annum), or the highest amount allowed under law, whichever is less.

Non Payment (default): If a client fails to pay for their installation within 183 days from the date of completion (as determined by THE, and not by the customer, as it pertains to the scope of work listed in the quote only), or the customer becomes insolvent or makes an assignment for the benefit of creditors, or a petition is filed against the client under the Bankruptcy Act, or if any representation, warranty or financial information made or submitted by the client shall be untrue or underperformed in any material respect, the entire amount due and payable. In such an event, the client authorizes THE to immediately, and without restriction, to enter the premises and remove all equipment (which has not been paid for). Removal of the equipment shall not be considered to constitute a waiver of any rights under the terms of agreement, nor is THE liable for any "normal" damages to property or other equipment associated with the installation, as a result of removing the equipment.

Third Party Indemnification: Customer agrees to defend, indemnify, and hold harmless THE, and it's owners/shareholders/directors/officers/employees/affiliates against any and all third party claims, losses, damages, and liabilities; including costs, expenses, and attorney fees, asserted against or suffered by THE, by reason of, arising out of, or in any way related to, in whole or in part, any death, sickness, disease, accident, bodily injury, property damage, and/or economic loss arising out of customers acts, omissions, or negligence; provided, Customer's duty hereunder shall not arise if such death, sickness, disease, accident, bodily injury, property damage, or economic loss is caused by the sole negligence or gross misconduct of THE.

Informed Customer Liabilities: In the event that a customer was informed of code violations during a consultation, bid, design, service, installation, or verbal notice of deficiency by any member of THE; that customer will assume all financial responsibility for the outcome of stated deficiency. In the case of government or private inspections, it will be the responsibility of the customer to provide for the payment of fines, and additional work resulting in a failure. In the case where injury, damage to property, or loss of life occurs, THE will not be responsible for the outcome, and may testify on behalf of the injured party, as to how and when the customer was informed of the occurrence. This will nullify any confidential documentation, as it pertains to the violation in question. If the violation, in any way causes a member of THE to be injured, THE customer will be held liable for all damages associated with that injury. There is also an understanding that OSHA or any other government inspection agency, may be called to investigate any notice of violation, without injury to the customer relationship to THE. This is in place to ensure that all parties conform to regulated safety conditions.

Changes to Jobsite, or Job Procedure: Any bid project, which deviates from the original environment for which the bid was placed, will require a change order to accommodate for the additional time it costs our employees. Examples include (but are not limited to); drastic changes in staging areas, excessive moving of storage or parts, changes to security procedure, changes to parking, changes to safety policy that may require additional personnel or parts, changes to the area of work that affects accessibility, logistics issues which cause the cost of labor increase, changes in pandemic protocols, or anything else which affects how the job was bid for.

Teufel Hunden Owned Equipment: In the case that THE provides special equipment to for a jobsite, that other entities may use, it will be the responsibility of the customer (with whom THE is contracted to perform work for) to maintain that equipment. If there is any damage to the equipment, it will be the responsibility of the customer to repair or replace the equipment, at fair market value.

Asset Protection System Disclosure: An asset protection system is NOT a system designed, engineered, or suggested to be a life safety system, it may only be used in the absence of code required systems, and NOT be used as a substitute. As such, the system may not be engineered for "full protection" of assets. Teufel Hunden Electronics is not responsible for damages which may be caused by improper protection of the premises.

CONSTRUCTION CHANGE REQUEST

TO:
 Kenyon & Associates
 6824 North Frostwood Parkway
 Address
 Peoria, Illinois

003

Project Name:
 Tazewell County Accessibility
 Various Locations
 Tazewell County, Illinois
 Contract Date: 11/10/2022

CONSTRUCTION CHANGE REQUEST
 RFP: 000 RFP Date: 4/20/2023
 RFP Description: ADD WATER HEATER
 MACKINAW COM Date Submitted:

CONTRACTOR	LABOR	MATERIAL DESCRIPTION	MATERIAL	TOTAL
JC Dillon	\$ 448.00		\$ 122.00	\$ 570.00
Bishop Bros Inc	\$ 94.00		\$ -	\$ 94.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

SUB TOTAL \$ 664.00

TAX (if applicable)
BOND (if applicable) \$ 8.00

SUB TOTAL \$ 672.00

BBI OVERHEAD & PROFIT \$ 67.00

TOTAL CONSTRUCTION CHANGE AMOUNT \$ 739.00

This Change is submitted by:
 See attached breakdowns

Stephen R. Bishop

BBI BISHOP BROS. INC.
 DESIGNERS AND CONSTRUCTORS
 PO Box 3834
 Peoria, Illinois 61612

sbishopbbi@comcast.net
 309-243-5599
 FAX-243-5632



Change Order

Order#: 1

Order Date: 04/07/2023

1515 W. Luthy Drive Peoria, IL 61615 Phone (309) 689-1596 Fax (309) 689-1599

To: Bishop Brothers
PO Box 3854
Peoria IL 61612

Project: 80009216
Tazewell County ADA Restrooms
Different Locations
Pekin IL

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Ordered By: 4 Timothy Dillon

Customer Order:

Plans Attached

Specifications Attached

Description of Work	Amount
Labor (4hrs)	
Water Piping	446.00
Markup Material	106.00
	16.00

Notes

Cost to connect to existing hot water heater in room approximately 8 - 10' away for lavatory in new restroom for Mackinaw Bldg as requested. Please review, sign, date, and send back if want to proceed, so I can order.

Excludes: OT Hours, Sales Tax, Electrical Wiring, Water Pipe Insulation, Electric Water Heater

Negative changes will lower the overall contract price requiring no additional payment by owner

Approved Amount of Change

570.00

The original Contract Sum was	30,100.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	30,100.00
The Contract Sum will be changed by this Change Order	570.00
The new Contract Sum including this Change Order will be	30,670.00
The Contract Time will be changed by	0 Days

Approved _____ Date _____

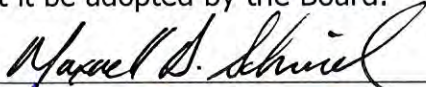

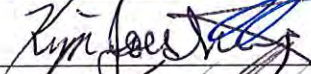



Contractor _____ Owner _____


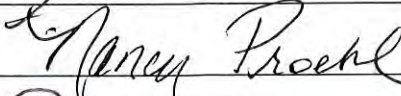


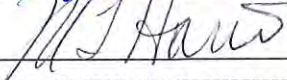
COMMITTEE REPORT

E-23-87

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the first change order for the sidewalk improvements utilizing funds from the CDBG RLF Closeout Grant 18-248592; and

WHEREAS, the change order deletes the installation of sidewalks at the NW corner of 5th and Locust in Delavan; and

WHEREAS, the total of the attached change order decreased the construction cost by \$12,270.00; and

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

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**Change Order
No. 1**

Date of Issuance: 05/10/2023 Effective Date: _____

Project: Architectural Barriers Removal – Sidewalks Project CDBG Grant No. 18-248592	Owner: Tazewell County	Owner's Contract No.:
Contract: Architectural Barriers Removal – Sidewalks Project CDBG Grant No. 18-248592	Date of Contract: 02/02/2023	
Contractor: Knapp Concrete Contractors, Inc.	Engineer's Project No.: 201574-02	


The Contract Documents are modified as follows upon execution of this Change Order:

Description:

To delete NW corner of 5th & Locust in Delavan

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$481,686.00 _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$481,686.00 _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$-12,270.00 _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$469,416.00 _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By:  Engineer - Farnsworth Group Date: <u>05/17/2023</u>	ACCEPTED: By: _____ Owner – Tazewell County Date: _____	ACCEPTED: By: <u>Rachel Hodel</u> Contractor (Authorized Signature) Date: <u>05/17/2023</u>
Approved by Funding Agency (if applicable): _____		Date: _____

Change Order 1 -Tazewell County - CDBG 18-248592

NW Corner, 5th & Locust, Delavan

Item	Deleted	Unit Price	Cost
Curb Removal	-50	\$ 16.00	\$ (800.00)
Patch, type 2	-10	\$ 235.00	\$ (2,350.00)
PCC curb	-50	\$ 65.00	\$ (3,250.00)
Sidewalk removal	-220	\$ 7.00	\$ (1,540.00)
Sidewalk replace	-220	\$ 16.00	\$ (3,520.00)
Det. Warnings	-18	\$ 45.00	\$ (810.00)

\$(12,270.00)

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the 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 – Sidewalks - which is Grant #18-248592.

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 03-16-23 through 05-17-23 from budget line 381-600-5252-8602 for invoice number CDBG#3-S in the amount of \$6,000.00.

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



GREATER PEORIA
Economic Development Council

Invoice

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

Date	Invoice #
5/17/2023	CDBG #3-S

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

Due Date
6/9/2023

Description	Amount
Invoice for services rendered to activity delivery services CDBG RLF Closeout - Sidewalks, Grant # 18-248592, per contractual agreement, effective September 30, 2020 Date(s) 03/16/2023-05/17/2023	6,000.00

Total	\$6,000.00
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DETAIL SUMMARY

Greater Peoria Economic Development Council



May 17, 2023

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

Invoice for services rendered to activity delivery services CDBG RLF Closeout - Sidewalks, Grant# 18-248592, per contractual agreement, dated September 30, 2020.

Total Contract Value: \$30,000
 Invoice this date: \$6,000 (20% of total fee)
 Due from previous invoices: \$0
 Amount invoiced to date: \$19,500
 Balance: \$10,500

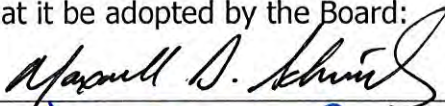


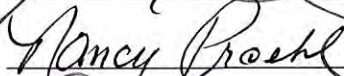
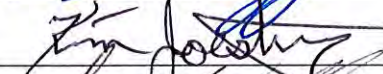
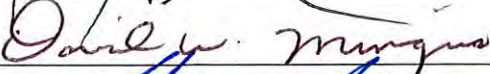
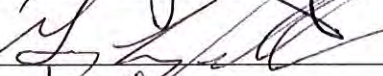

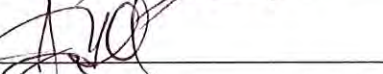
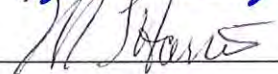
Project Activity	Date(s)	Amount
<ol style="list-style-type: none"> 1. All initial technical assistance and guidance to the general contractor regarding reporting on all aspects of contract performance and requirements; 2. Conducted many onsite employee interviews at the various locations of the work by both the general and both subcontractors that included multiples of the trades of cement mason, laborer, power equipment operator and iron worker; 3. Reviewed certified payroll reports (CPRs) for general and one of the subcontractors on the job, and providing feedback on errors and omissions and how to address each of them and necessary corrections necessary to make them compliant; 4. Visited all sites for reasons besides labor standards consulting with engineer and contractor on work being done; 5. Reviewed CPR supporting documentation such as appointment forms and fringe benefit statements plus apprenticeship certifications, bargaining agreements re apprentice ratios and pay scales; 6. Submitted initial CPRs and associated documents for general and all subcontractors to state LSO as required; 7. Discussed with contractor, engineer and appropriate municipal stakeholders the potential need for change orders; 8. Continued financial management oversight and technical assistance, including contractor pay estimates and coordinating of claim approval by grantee, including work completion verification by the engineer; 9. Prepared quarterly reports, submitted to state agency; 10. Miscellaneous other duties not enumerated, including meeting attendance. 	3/16/23 to 5/17/23	\$6,000.00
Amount Due		\$6,000.00

COMMITTEE REPORT

E-23-89

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the thirteenth invoice to Kenyon & Associates for the design and construction engineering for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$990.00; and

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

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

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



INVOICE
NO. 13425

TO:

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

DATE:

May 3, 2023

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

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

BASIC SERVICES FEE BREAKDOWN

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

WORK COMPLETED TO DATE

Construction Documents - 100% \$23,100.00
Construction Administration - 50% 4,950.00

\$28,050.00

Less Previous Invoices 27,060.00

Balance Due

\$ 990.00

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

SCOPE OF SERVICES TO DATE

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

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

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

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

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

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

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

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

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

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

Invoice #13232 - November 4, 2021 - \$1,155.00

Engineer's drawings have been reviewed. They are at 95% completion along with their specifications. Architect's drawings are at 95% completion and the specification manual is currently being assembled.

Invoice #13238 - December 7, 2021 - \$2,310.00

Construction Documents are at 95% complete and the specification manual is being worked on to coordinate it with the drawings. Engineer's drawings and specifications are 95% complete.

Invoice #13258 - February 7, 2022 - \$2,310.00

100% of drawings are complete along with the specification manual. A final meeting has been held with the Grant Coordinator and bid dates have been established. The drawings are being sent out to the area townships to review the drawings and then the drawings will be sent out to area contractors to begin bidding.

Invoice #13357 - December 6, 2022 - \$2,225.38 (Basic Services \$1,485.00; Reimbursables \$740.38)

Project has been issued for bidding. Addenda have been written and issued. The bid opening was completed. Since bid opening, work has been done on negotiating with the low bid contractor and contracts have begun to be written as a Notice of Award letter has been issued and signed. Drawing and specification printing reimbursement is being requested for this billing period.

Invoice #13365 - January 9, 2023 - \$586.95 (Basic Services \$495.00; Reimbursables \$91.95)

The current hours that have been invoiced reflect time spent on filling out the contracts and associated attachments.

Invoice #13395 - March 7, 2023 - \$1,064.99 (Basic Services; \$990.00; Reimbursables \$74.99)

Kenyon Associates has been involved in a pre-construction meeting with the contractors and the Grant Coordinator. We have been doing shop drawing review for the various products which will be used during construction.

Invoice #13411 - April 5, 2023 - \$996.44 (Basic Services \$990.00; Reimbursables \$6.44)

We have conducted the Pre-Construction Meeting with Jim Cummings. We have reviewed and returned all shop drawings to the Contractor. The construction work has begun, and we have issued one (1) deduct change order to the project. We have had multiple contractor phone calls regarding project coordination.

Invoice #13425 - May 3, 2023 - \$990.00

The construction is well under way with several locations nearing completion. We have been coordinating with the Contractor during construction activities as well as reviewing pay requests.

Basic Services Fee	\$33,000.00	PD
Invoice #13194	<u>2,079.00</u>	8/4/21
	\$30,921.00	

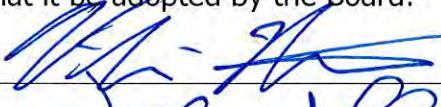
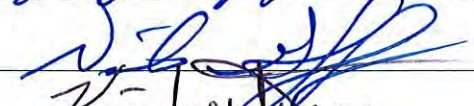
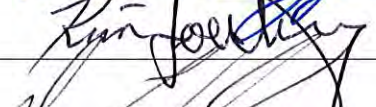
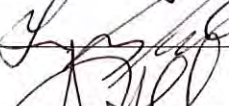

		PD
Invoice #13200	<u>4,851.00</u> \$26,070.00	8/23/21
Invoice #13207	<u>6,930.00</u> \$19,140.00	9/23/21
Invoice #13216	<u>2,310.00</u> \$16,830.00	10/20/21
Invoice #13227	<u>1,155.00</u> \$15,675.00	11/15/21
Invoice #13232	<u>1,155.00</u> \$14,520.00	12/2/21
Invoice #13238	<u>2,310.00</u> \$12,210.00	1/6/22
Invoice #13258	<u>2,310.00</u> \$ 9,900.00	3/10/22
Invoice #13357	<u>1,485.00</u> \$ 8,415.00	2/13/23
Invoice #13365	<u>495.00</u> \$ 7,920.00	2/13/23
Invoice #13395	<u>990.00</u> \$ 6,930.00	4/20/23
Invoice #13411	<u>990.00</u> \$ 5,940.00	
Invoice #13425	<u>990.00</u> \$ 4,950.00	

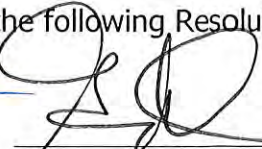

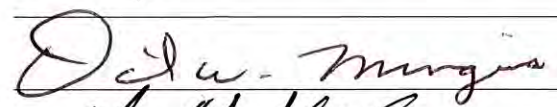

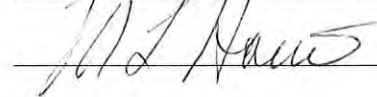
Kenyon and Associates Architects, Inc.
6824 N. Frostwood Parkway
Peoria, IL 61615
309 674-7121
kenyon@kenyonarchitects.com

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached amendments to the County Board Rules of Order in Chapter 33: County Board of the County Code; and

WHEREAS, offices under the direct control of the County Board have assisted with agenda preparation for committees and the County Board since at least 1975; and

WHEREAS, committee minutes have also been prepared and records maintained by offices under the direct control of the County Board since at least 1975; and

WHEREAS, the County Board office has historically provided the applicable notices of committees and county board meetings; and

WHEREAS, these amendments maintain these functions in the offices that historically performed them; and

WHEREAS, these amendments also require that copies of both committee minutes of open meetings and the committee agenda packets be provided to the County Clerk within fifteen business days of the approval of the minutes, and require the County Clerk to keep the records in a searchable database accessible through the internet; and

WHEREAS, additional technical and procedural changes are included in the

amendments.

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 American Legal Publishing of this action.

PASSED THIS 31th DAY OF May, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

CHAPTER 33: COUNTY BOARD

Section

- 33.01 Preamble
- 33.02 Organization and officers
- 33.03 Board staff
- 33.04 County Board meetings
- 33.05 Order of business
- 33.06 Procedure at Board meetings
- 33.07 Committees' number, designation, and membership
- 33.08 Committees' general functions and responsibilities
- 33.09 Committee rules
- 33.10 Functions and responsibilities of specific committees
- 33.11 Amendment of rules
- 33.12 Expenditures
- 33.13 Miscellaneous provisions

§ 33.01 PREAMBLE.

(A) The members of the County Board express their expectations and intent that all Board members follow a high standard of ethical behavior in exercising their duties, responsibilities, and judgment as Board members.

(B) All members of the County Board shall:

- (1) Handle county affairs with a deep sense of responsibility, upholding the spirit as well as the letter of the law and constitution;
- (2) Faithfully perform all duties as Board members by studying Board issues and by attending all sessions of the Board and assigned committees, unless prevented from so doing by a compelling reason;
- (3) Avoid participation in any action which would result in a conflict of personal interest with county responsibility;
- (4) Refrain from obtaining improper personal benefit with regard to public funds, equipment, property, or the services of employees;
- (5) Respect the confidentiality of privileged information; and

(6) Refrain from accepting gifts, favors, or promises of future benefit which could tend to impair independence of judgment or action as a Board member.

(C) The above preamble and the following rules shall govern the County Board.

(Prior Code, 1 TCC 4-1) (Ord. E-18-22, passed 2-25-2018)

§ 33.02 ORGANIZATION AND OFFICERS.

(A) Initial meeting. In years of County Board elections the initial meeting of the County Board shall be the first Monday in December. The Board Chairman shall call the meeting to order and preside.

(B) General powers of Chairman. The Chairman shall:

(1) Be responsible for administering the Board Office, including the supervision of staff and assignment of work;

(2) Preside at all meetings of the Board and the Executive Committee;

(3) Conduct the business of the Board meetings in the order prescribed in these rules with all necessary general powers including, but not limited to: recognize members entitled to the floor; to state and to put to a vote all questions which are regularly moved and seconded or which necessarily arise in the course of the proceedings; to announce the results thereof; to protect the Board from all frivolous or dilatory actions; to decide all questions of order, subject to an appeal to the Board, in case of disturbances, breach of decorum, or disorderly conduct; to take action pursuant to § 33.06(M); and to assist in expediting the business of the Board;

(4) Have all the powers necessary to perform all other duties prescribed by law or by action of the Board; and

(5) Vote only when the vote of the Board results in a tie.

(C) Appointment and duties of Vice Chairman of the Board and standing committees.

(1) Vice Chairman. The Vice Chairman of the Board shall be nominated by the Chairman and subject to the approval of the full Board. The Vice Chairman must be a member of the Board and shall be a member of the Executive Committee and may also serve as Chairman of any committee or subcommittee.

(2) In case of the temporary absence of the Chairman or at the request of the Chairman, the Vice Chairman shall assume the duties and responsibilities of the Chairman on an interim basis, during which time the Vice Chairman shall have all of the powers and duties of the Chairman, including the authority to execute and sign on behalf of the county all ordinances, resolutions, intergovernmental agreements, contracts, and any other legal instruments approved by the County Board, unless otherwise provided by law. In case of the absence of the Chairman and the Vice Chairman at any meeting of the Board, the next available Board Member on the "Order of Next" shall have those powers listed above. The "Order of Next", a document to be created by the County Board Chair, is a list of those Board Members who shall succeed in the absence of the Chair and Vice Chair of the full Board and each County Board Committee.

(3) Standing committee. The Chairman of the Board shall appoint the Chairman, Vice Chairman, and members of all standing committees not later than the initial December Board meeting in each year in which Board elections are held.

(4) Vacancies. In case of a vacancy on the Board, the person named to fill the vacancy may also fill any vacancies on standing or special committees except that such person shall not be designated as Chairman or Vice Chairman thereof. When a vacancy has been created on a committee of the Board, the Chairman of the Board shall have the authority to fill that vacancy. The Vice Chairman of the Committee shall serve as interim Chairman until such appointment is made.

(D) Clerk of the Board. The County Clerk or a deputy selected by the County Clerk shall be the Clerk of the Board. The Clerk shall be the keeper of the records and the minutes of the Board ~~and its committees~~ and shall be in attendance at all meetings of the Board.

(E) Minutes of closed meetings. Minutes of any closed meeting held pursuant to the Open Meetings Act, 5 ILCS 120/1.01 et seq. shall be made available to the members of the body which conducted such meetings at the next meeting of that body for approval. Upon approval of ~~such~~ closed session County Board minutes, all distributed copies shall be returned to the County Clerk. Upon approval of closed session committee minutes, all distributed copies shall be returned to the secretary of the committee. ~~The Clerk shall keep such~~ minutes shall be kept in a secure location and ~~submit~~ a copy shall be submitted to the State's Attorney. The State's Attorney shall preserve the copy in a secure location. Such minutes shall be reviewed at least semi-annually by the Board for continued need for confidentiality in accordance with the Illinois Open Meetings Act.

(F) Parliamentarian. The Board Chairman shall designate a member as Parliamentarian subject to the approval of the full Board. Upon request of the Chairman or a member of the Board, the Parliamentarian shall render advice or an opinion on questions of parliamentary law and procedure applicable to the members arising before the Board. The rules or parliamentary procedures as set forth in the latest published edition of Roberts Rules of Order, Revised shall govern the procedure of the Board in all cases applicable and to the extent not inconsistent with these rules.

(G) Appointments of officers and or members to various boards, councils, commissions, special authorities, special districts, and other agencies shall be made by nomination by the Chairman and approval of the Board unless otherwise provided by law.

(H) Procedure for filling vacancies in elective county offices. When a vacancy in any county elective office occurs, the procedure for filling such vacancy shall be as follows, to the extent consistent with any laws (10 ILCS 5/25-11) (Note: Circuit Clerk vacancy is filled by Circuit Judges, 10 ILCS 5/25- 10).

(1) When such vacancy occurs, the Chairman shall publicly announce the vacancy and shall provide at least 21 days notice of the date upon which the appointment to fill the vacancy shall be made, said appointment to be made at a regular Board meeting not later than 60 days after the vacancy occurs.

(2) Written applications and resumes must be submitted to the Board office by 12:00 noon of the Monday prior to the regularly scheduled meeting of the Executive Committee in the month in which the appointment is to be made. No applications will be considered unless they have been so submitted and signed by the applicant. The Board Chairman or his designee shall screen all applications for eligibility. All applications shall be made available to Board members.

(3) Any applicant must be otherwise qualified for the office in which the vacancy exists and must meet all the qualifications for holding public office. Each applicant must provide evidence of membership in the same political party as the person who the applicant proposes to succeed.

(4) At a regular Board meeting, an appointment will then be made by the Chairman subject to the approval of the Board. All voting regarding the appointment shall be by a roll call vote.

(Prior Code, 1 TCC 4-2) (Ord. E-18-22, passed 2-25-2018)

§ 33.03 BOARD STAFF.

(A) The County Board may be served by Board staff as authorized by the County Board.

(B) All work shall be assigned to the staff by the Board Chairman or the County Administrator. Any Board member requiring services from the Board staff shall make such request through the Board Chairman or the County Administrator.

(Prior Code, 1 TCC 4-3) (Ord. E-18-22, passed 2-25-2018)

§ 33.04 COUNTY BOARD MEETINGS.

(A) Regular meetings. Regular meetings of the full Board shall be held in the county board room on the last Wednesday of each month convening at 6:00 p.m., except when other meeting dates/times are designated. A monthly schedule of meetings shall be made available to all members and other interested persons. All meetings of the Board and its committees shall be open to the public, except for limited purposes as specified by law.

(B) Special meetings. Special meetings of the Board shall be held when requested by the Chairman or at least one-third of the members of the Board. The requests shall be in writing, addressed to the Clerk, and specify the time, place, and the nature of matters to be considered. The Clerk shall immediately notify, in writing, each member of the time and place of such meeting and shall also cause notice of such meeting to be published in a newspaper published in the county.

(C) Agenda preparation. The Chairman shall prepare, or cause to be prepared, an agenda for each regular meeting, listing the order of business in as much detail as is practical, and shall file the agenda with the County Clerk for notification. The agenda shall include a "consent agenda" which shall include all matters that are to come before the Board that in the opinion of the Chairman will be of a routine nature.

(D) Reports and communications. Any committee Chairman or any elected or appointed county official who desires to present any report or communication to the Board shall deliver a copy of same to the Chairman by the fifth calendar day prior to the Board meeting. Failure to comply with this rule will not prohibit a report or communication from being considered by the Board.

(E) Agenda Notification mailing.

(1) At least three business days before each regular meeting, the County Administrator, or designee, Clerk shall send to each member, by email or other electronic method, the following documents:

- (a4) Agenda for the next meeting;
- (b2) Minutes of the previous meeting;
- (c3) Resolutions, ordinances, and written reports to come before the Board at next meeting, which has been filed with the Board office; and
- (d4) ~~All committee minutes filed with the Clerk since the previous meeting; and~~
- (e5) All other material that in the opinion of the Chairman will be of interest to Members.

(2) The County Administrator, or the county administrator's designee, shall provide for public notice, including as required by the Illinois Open Meetings Act (5 ILCS 120/1 et seq.).

(F) Resolution of congratulations or bereavement. Any Board member who desires to have the Board adopt a resolution of congratulations or bereavement, recognition to an individual, group achievement, and/or community special event shall forward the resolution (or the information to be included in the resolution) to the Chairman's office six business days prior to the Board meeting (or as soon as possible for a bereavement). In lieu of a formal resolution of congratulations, a Board member may move that the Board Chairman prepare a letter of congratulations in recognition of an individual, group achievement, and/or community special event. The Chairman shall include all such letters on the consent agenda of the next regularly scheduled Board meeting.

(G) Items for final action by the Board. Ordinances, resolutions (except those covered by division (F) above), and other agenda items requiring final action by the Board must be reported out of a standing committee to the Board to be placed in the agenda for a final vote. A copy of the motion to be presented to the Board shall be given to the Chairman and the State's Attorney (unless prepared by the State's Attorney) at least six calendar days prior to the Board meeting at which it is to be considered. Any motion made that does not comply with this provision may only be considered by suspension of the rules. Matters which are frequently adopted by the Board in the same form except as to certain detail, such as highway resolutions, need not be so timely with the Chairman, or furnished to the State's Attorney.

(Prior Code, 1 TCC 4-4) (Ord. E-18-22, passed 2-25-2018)

§ 33.05 ORDER OF BUSINESS.

The order of business before the Board and each County Board committee shall be as follows, unless otherwise determined by action of the Board:

- (A) Roll call;
- (B) Invocation and pledge of allegiance;
- (C) Approval of minutes;
- (D) Communications from members of the public and county employees;
- (E) Communications from elected and appointed county officials;
- (F) Consent agenda;

- (G) Appointments;
- (H) Unfinished business;
- (I) New business;
- (J) Review of bills;
- (K) Approval of calendar of meetings for succeeding month; and
- (L) Recess.

(Prior Code, 1 TCC 4-5) (Ord. E-18-22, passed 2-25-2018)

§ 33.06 PROCEDURE AT BOARD MEETINGS.

(A) Quorum. A majority of the members of the Board, exclusive of the Chairman, shall constitute a quorum.

(B) General voting. Unless otherwise expressly provided, any actions taken by the Board or any committee shall only require the affirmative vote of the majority of the members present and voting.

(C) Roll call vote.

(1) A roll call vote of the Board shall be taken by a "yes" or "no", "abstain" (with reason), or "present" vote on the following matters:

- (a) All contracts relating to the sale or leasing of county property;
- (b) Appropriation and tax levy ordinances;
- (c) All expenditures of county funds;
- (d) Any other matter required by law; and

(e) Upon any other matters, when announced by the Chairman or requested by two members, providing such request is made before another item of business has been taken by the Board.

(2) On a roll call vote the Clerk shall call the names of the members of the Board in alphabetical order, with the first names called for each roll call being the second name called in the previous roll call. The Chairman shall only vote when the vote of the Board results in a tie.

(3) A member who has voted on a roll call vote shall not be allowed to change that vote on the matter under consideration after the tally is announced. A member not voting when called upon by the Clerk will be presumed absent and will not be allowed to cast a vote on the matter under consideration.

(D) Recognition.

(1) Every member previous to speaking or making a motion shall first be recognized by the Chairman.

(2) When two or more members request recognition at the same time, the Chairman shall recognize the member who is to speak first.

(3) No person shall speak more than twice nor more than five minutes on the same matter without permission from the Chairman.

(E) Motion to adjourn or recess. A motion to adjourn or recess shall always be in order and shall be decided without debate.

(F) Reconsideration. An action may be reconsidered at any time during the meeting or at the next meeting held thereafter. A motion to reconsider shall be made and seconded by members of the Board who voted on the prevailing side of the question to be reconsidered.

(G) Second required. No motion shall be debated or put to a vote unless it is seconded. It shall then be stated by the Chairman before debate or vote and every motion shall be reduced to writing when requested by the Chairman or any member.

(H) Appearance by non-members.

(1) Any member may request that a county officer or employee, or other persons, be permitted to appear before the Board on matters of county business, and such request shall be granted by the Chairman unless there is objection by any member, in which event Board action will be required to overrule the Chairman.

(2) Generally, all requests by non-members of the Board for appearance before the Board shall be made to the Chairman, in writing with the subject matter stated, not less than 24 hours before the next scheduled Board meeting unless otherwise allowed by the Chairman. Such appearance with regard to any particular topic shall be limited to a time not to exceed three minutes for each individual, five minutes for a representative spokesman of a group, and fifteen minutes total. The Chairman may act to prevent repetition or digression, to maintain decorum and to exclude discussion of matters which have had a previous public hearing conducted according to law, discussion of matters where public comment would interfere with the due process of law or discussion of matters which would be in direct conflict with restrictions placed upon the Board by other applicable law.

(I) Request for legal opinions. Formal requests to the State's Attorney on questions of law shall be submitted in writing by a standing committee, the County Administrator, department heads, or by the Chairman of the Board. The Chairman and Vice Chairman of the Board and members of the Executive Committee shall receive copies of formal written requests for legal opinions. Said copies shall also be included in materials distributed to members of the Board as provided in § 33.04(E) prior to the next meeting of the Board unless such request originated after said materials have been distributed, in which case such copies shall be distributed at the beginning of the meeting. Any member of the Board desiring an advisory opinion on a matter within the jurisdiction of a standing committee shall submit such request to the appropriate standing committee. If unsuccessful before a standing committee, a member may then take such request in the form of a motion at any meeting of the Board which shall be granted upon approval by a majority of the members of the Board.

(J) Suspension of rules. Any of these rules may be temporarily suspended by action of a two-thirds majority of members present and voting on the Board. Immediately upon the termination of the business arising out of the event for which the rules were suspended, these rules shall again be in effect without vote of the Board.

(K) Consent agenda. All matters on the consent agenda that are not removed will be voted on by voice vote. An item shall be removed from the consent agenda upon the oral request of any member of

the Board made prior to the vote. Any matter taken off of the consent agenda shall be considered at the time of the standing committee report to which it pertains.

(L) Closed meeting or session. Any closed meeting or closed session held by the Board shall be held in accordance with the provisions of the Illinois Open Meetings Act. Neither the news media nor the general public shall be allowed to record the proceedings of any said closed meeting or closed session.

(M) Decorum. During the proceedings of the County Board decorum shall be maintained at all times by members, interested parties, the public, and the media. The Chairman shall be authorized to take appropriate action to maintain said decorum.

(N) Contracts. No contract shall be approved by the Board unless all Board members have been given the opportunity to obtain a copy of the contract not less than 24 hours before the Board meeting unless the Board finds the contract at issue to be of the essence.

{Prior Code, 1 TCC 4-6} (Ord. E-18-22, passed 2-25-2018)

§ 33.07 COMMITTEES' NUMBER, DESIGNATION, AND MEMBERSHIP.

(A) The standing committees.

(1) Standing committees are:

(a) The Executive Committee, which consists of the Board Chairman, Vice Chairman of the Board, and the Chairman of the other standing committees, as well as any other Board member designated by the Chairman. The Chairman of the Board shall have the same voting rights as designated in § 33.02(B); and

(b) The Finance Committee, Human Resources Committee, Transportation Committee, Health Services Committee, Property Committee, Land Use and Development Committee, the Executive Committee, and Risk Management Policy Committee. All standing committees may have up to 11 members exclusive of the Board Chairman unless otherwise required by these rules.

(2) Each Board member shall serve on two or more standing committees.

(3) The Chairman of the Board shall be an ex officio member of all standing committees and subcommittees. The Board Chairman shall have the same voting rights as provided in § 33.02(B).

(4) The Committee Chairman shall have the same voting rights as any member of the Committee.

(B) Quorum. A majority of the members of a committee, subcommittee, or ad hoc committee shall constitute a quorum. The Board Chairman's attendance at a committee meeting (but not a subcommittee meeting) shall be counted when determining if a quorum is present; however, such attendance shall not increase the number of members constituting a quorum.

(C) Recording of votes. Roll call votes shall be required in committees as in § 33.06(C). Whenever a roll call vote is not taken, any member may have their own vote recorded in the minutes by so requesting at the time the vote is taken.

(D) Alternate members and attendance of members at committee meetings other than those to which they are assigned.

(1) An alternate member may be appointed to each standing committee by the Chairman of the Board and such alternative shall attend meetings of such committee if required to constitute a quorum and shall have all the privileges and duties of a regular member while so serving.

(2) Board members may attend and have access to minutes resulting from any open or closed meetings or sessions of committees of which they are not members. At the discretion of the Committee Chairman, during the meeting, the Board member may participate in the meeting but without voting privilege or payment of per diem, mileage, or expenses.

(3) Any closed meeting or closed session held by any committee of the County Board shall be held in accordance with the provisions of the Illinois Open Meeting Act. Neither the news media nor the general public shall be allowed to record the closed session.

(4) Decorum during the proceedings of all committee meetings shall be maintained at all times by members, interested parties, the public, and the media. The Committee Chairman shall be authorized to take appropriate action to maintain said decorum.

(E) Subcommittees of standing committees.

(1) Subcommittees of the Executive Committee. The standing subcommittees of the Executive Committee are: Rules Subcommittee, Collective Bargaining Subcommittee, Legal Services Subcommittee, Legislative Subcommittee, and Ethics Commission Subcommittee appointed by the Chairman. In addition, the Chairman may create and appoint up to six members to such subcommittees and advisory groups deemed necessary from time to time to more efficiently accomplish the business of the committee. Membership of any subcommittee of the Executive Committee shall consist of Board members but shall not be restricted to members of the Executive Committee. Membership of any advisory group shall not be restricted to Board Members. Except as otherwise provided by statute or ordinance, such subcommittee shall report to the Executive Committee.

(2) Subcommittees of other standing committees. The Chairman of any standing committee may create such subcommittee of his committee as may be necessary from time to time to more efficiently accomplish the business of such standing committee. The Board Chairman shall be an ex officio member of any such subcommittee with the same voting rights as provided in § 33.02(B). Appointment to such subcommittee shall be made by the committee Chairman and shall be restricted to members of the standing committee. Except as otherwise provided, such subcommittees shall report to their standing committee.

(Prior Code, 1 TCC 4-7) (Ord. E-18-22, passed 2-25-2018)

§ 33.08 COMMITTEES' GENERAL FUNCTIONS AND RESPONSIBILITIES.

The general function and responsibilities of each committee are:

(A) With the aid of the Board Chairman, County Administrator, State's Attorney, Auditor, Treasurer and Executive Committee, to keep informed concerning appropriations and the budget for activities under the purview of the committee and to help keep expenditures within the budget;

(B) To have the secretary of the committee keep written minutes and to report regularly to the Board the substance of all meetings, with the secretary of the committee assigned as follows:

7

(1) For Land Use Committee, along with any subcommittees and ad-hoc committees of the Land Use Committee, the secretary shall be the community development administrator or the community development administrator's designee;

(2) For Transportation Committee, along with any subcommittees and ad-hoc committees of the Transportation Committee, the secretary shall be the highway engineer or the highway engineer's designee; and

(3) For all other standing committees, subcommittees and ad-hoc committees, the secretary shall be the county administrator or the county administrator's designee.

(C) To have the secretary of the committee maintain all records and minutes of the committee. The secretary shall send by email, or other electronic means, drafted minutes of open meetings to the members of the Board and to the county administrator. Once minutes of open meetings are approved by the committee, the secretary shall provide the County Clerk with a copy of the approved minutes and a copy of the documents included with the agenda within fifteen business days of the approval of the minutes. The County Clerk shall keep those minutes and agenda documents in a searchable database accessible through the internet, with the files being viewable within thirty days upon receipt; ~~file minutes of all committee meetings with the Board office, which shall then be filed with the County Clerk, prior to the next regularly scheduled meeting;~~

(D) To submit to the County Board for consideration all policies and procedures as recommended by the committee;

(E) To act on all matters referred to by the committee by the Chairman of the Board or by the Board itself, in addition to duties otherwise prescribed; and

(F) To keep informed with regard to activities of any department which is under its general supervision or for which it serves as liaison with the Board in instances where such activities are concerned with another committee.

(Prior Code, 1 TCC 4-8) (Ord. E-18-22, passed 2-25-2018)

§ 33.09 COMMITTEE RULES.

(A) Committees shall take final action only on those matters authorized herein or by ordinance, resolution, or policy adopted by the Board.

(B) A committee shall allow non-members to appear before it when such appearance is appropriate and does not violate due process of law. A request for such appearance shall be directed to the Committee Chairman in writing with the subject matter stated at least 24 hours in advance of the meeting unless otherwise allowed by the Committee Chairman. The committee shall have the right to set reasonable time limits, prevent unruly conduct, and require groups to be represented by one spokesman.

(C) The regular committee meeting dates, location, and times shall be set by the Committee Chairman after consultation with the committee members.

(D) Each Committee Chairman shall require the ~~secretary of the committee~~County Clerk or such designated person to prepare and send, by email or other electronic method, an agenda to all committee members in advance of a regularly scheduled meeting. The secretary of the committee shall provide for public notice, including as required by the Illinois Open Meetings Act (5 ILCS 120/1 et seq.)

(E) Committees shall use the public address system when meeting in the county board room.

(Prior Code, 1 TCC 4-9) (Ord. E-18-22, passed 2-25-2018)

§ 33.10 FUNCTIONS AND RESPONSIBILITIES OF SPECIFIC COMMITTEES.

In addition to the general duties otherwise prescribed, the individual committees shall have the functions, responsibilities, and areas of jurisdiction and otherwise as set forth in this section.

(A) Executive Committee.

(1) To provide general direction for all Board programs, business, planning and policy making functions, and to review the reports of Board committees;

(2) To exercise general supervision of the administration of all Board affairs, including coordination of all committees;

(3) To act in an advisory capacity to the Chairman of the Board;

(4) To review and make recommendations for changes in committee organizations and scope and in rules as may be deemed necessary;

(5) To be responsible for the general overview of, and coordination with, all ad hoc committees, task force, and other like organizations as their activities relate to county business, unless specifically under the jurisdiction of another standing committee;

(6) To be responsible for all matters concerning the employment and activities of all consultants, both paid and unpaid, unless specifically under the jurisdiction of another standing committee;

(7) To be responsible for all relationships with other units of government and for intergovernmental agreements unless specifically under the jurisdiction of another standing committee;

(8) To exercise general supervision over all matters relating to the codification of county ordinances and resolutions;

(9) To exercise general supervision over any federal or state entitlement programs for which the Board has responsibility;

(10) To serve as liaison in the Board's relationship with external boards and commissions with which the Board may have a working relationship;

(11) To serve as the oversight committee for all local, state, and federal economic development programs, including, but not limited to, the county's intergovernmental agreement with the Economic Development Council of Peoria, Inc., and to exercise general supervision over all economic development grants;

(12) To review matters related to supervision over all licensing activities including raffles and charitable games;

(13) To exercise general supervision over all licensing activities including raffles and charitable games; and

(14) To evaluate the performance of the County Administrator and to recommend salary and other terms of the Administrator's employment agreement.

(B) Rules Committee.

(1) To periodically review the rules of the Board and recommend revisions deemed necessary and appropriate; and

(2) To receive and consider proposals for changes in the rules of the Board and make appropriate recommendations.

(C) Collective Bargaining Committee. To exercise general supervision over all collective bargaining agreements, employee benefit, and entitlement, and make recommendations to the Board.

(D) Legislative Liaison Committee. To serve as oversight committee for legislative research and review.

(E) Finance Committee.

(1) To exercise continuous review of the overall tax cycle from the initial assessment of property through tax collection;

(2) To exercise continuous review of revenues and expenditures, and to identify new or alternative revenue sources of the county;

(3) To review and make recommendations to the Board with respect to purchasing and contracting policies and procedures;

(4) To exercise continuous review of financial management, accounting, and fiscal operations;

(5) To serve as the oversight committee for the office of the Supervisor of Assessments;

(6) To serve as the liaison committee for all officials;

(7) To be responsible for fiscal instruments;

(8) To recommend to the Board a public accounting firm to conduct an annual audit of all funds and accounts of the county;

(9) To make recommendation on all emergency appropriations, transfer ordinances, and any transfers from the Contingent Account in all funds;

(10) To receive the proposed annual operating and annual capital improvements budgets for each of the departments of county government as recommended by the respective oversight committees; and to study, review, and adjust such departmental budget requests in order to accommodate budgetary priorities and fiscal constraints. To review the proposed budget and appropriation ordinance and proposed tax levy ordinance, which shall be submitted to the Board with the Executive Committee's recommendation, in accordance with state statutes; and

(11) To review the outside auditor's management letter, request departmental responses to same, and make recommendations to the Board and the various oversight committees.

(F) Human Resources Committee.

(1) To prepare and make recommendation to the Board with respect to the personnel policies and procedures which are not subject to collective bargaining;

(2) To consider all requests for compensation changes or reclassification and make a recommendation to the Board;

(3) To consider all requests for staffing changes which require additional staff and make a recommendation to the Board;

(4) To exercise general supervision over the administration of the position classification schedules and the salary schedules;

(5) To act as the oversight committee for the County Health Care Program, Workers Compensation, and all non-liability insurance matters, including property claims and property insurance matters; and

(6) To review and make recommendations to the Board on salaries and compensation of elected and appointed officials.

(G) Transportation Committee.

(1) To serve as the oversight committee for the County Highway Department;

(2) To exercise general supervision over all bridge, road, and right-of-way matters under the jurisdiction of the county; over the acquisition and disposition of County Highway equipment and materials;

(3) To recommend to the Board approval of contracts for all highway work and transportation programs for which the county is responsible;

(4) To exercise general supervision over the letting of bids and right-of-way acquisitions relating to County Highways or the County Highway Department;

(5) To provide the Board with long range plans for the highways in the county, including those to be undertaken by the county and those planned jointly with other political units; and

(6) To exercise general supervision over matters which are assigned to this committee with regard to the buildings and grounds at the County Highway Complex and any departmental expenditures.

(H) Health Services Committee.

(1) To serve as liaison in the Board's relationship with the Board of Health and the Persons with Developmental Disabilities (PDD) Board, and any other county physical and mental service;

(2) To act as the oversight committee for the Animal Control Program;

(3) To exercise general supervision over matters which are assigned by the Property Committee to this committee with regard to county buildings and grounds;

(4) To act as the oversight committee for the County Solid Waste Management Plan. However, the siting of new or expansion of existing landfills, incinerator facilities, and transfer stations shall be as required in the site approval ordinance (see Chapter 156); and

(5) To review all matters related to environmental concerns.

(I) Property Committee.

(1) To serve as the oversight committee for, and exercise general supervision over, all county real property and to prepare plans and policies for county participation in recreational facilities and programs, and make appropriate recommendations to the Board;

(2) To coordinate with appropriate standing committees in planning for any remodeling and expansion of any real property, and the acquisition of any equipment or services;

(3) To exercise general supervision over matters which are assigned to other committees regarding county buildings and grounds; and

(4) To direct the County Administrator or his designee to prepare, recommend, and submit to the appropriate oversight committees each year a five-year capital improvement program. The five-year capital improvement program shall be updated annually as a part of the budget process.

(J) Land Use and Development Committee.

(1) To serve as the oversight committee for the Department of Community Development and to handle all matters upon which the zoning ordinance requires action by a committee of the Board;

(2) To exercise general supervision over matters concerning maps, plats, and subdivisions, and to conduct public hearings and handle all other matters upon which the land subdivision ordinance requires action by a committee of the Board;

(3) In cooperation with the Director of Community Development, to review and recommend environment, zoning, building, subdivision, mobile home, and nuisance ordinances and resolutions, and recommend any necessary changes to the Board;

(4) To act as oversight committee between the Board and the Zoning Board Appeals; and

(5) In cooperation with the appropriate agencies, to recommend for adoption of long-range comprehensive plan or portion thereof for the use of land, for protection of the environment, and to coordinate economic development.

(K) Risk Management Policy Committee. Together with the Treasurer, Auditor, and State's Attorney, to act as the governing committee for the Self-Funded Risk-Management and Liability Insurance Plan originally effective on December 1, 1988, as amended.

(Prior Code, 1 TCC 4-10) (Ord. E-18-22, passed 2-25-2018)

§ 33.11 AMENDMENT OF RULES.

Amendment of these rules shall require the approval of the Executive Committee and the affirmative vote of a majority of the members of the Board. Any proposed amendment shall be voted upon only if it

is distributed in writing to the members at least one month before the meeting at which the amendment is presented to the Board for adoption.

(Prior Code, 1 TCC 4-11) (Ord. E-18-22, passed 2-25-2018)

§ 33.12 EXPENDITURES.

(A) Compensation and reimbursement of Board Members.

(1) Submitting Claim Vouchers. Claim vouchers for per diem compensation and reimbursement of expenses shall be submitted to the Auditor by the tenth day of the month for presentation to the Finance Committee. Per diem requests must be accompanied by the written approval of the Chairman of the Board. Requests for reimbursement of expenses shall include a description of the expense incurred, purpose of expense, date incurred, and the signature of the member, verifying that such expenses was incurred for the benefit of the county. Additionally, mileage reimbursement requests shall not be paid unless the voucher states date, origin, and destination of travel; and purpose and number of miles.

(2) Per diem compensation.

(a) In addition to an annual salary of \$2,400, which is to be paid in 12 equal monthly installments each year, Board members shall receive a per diem for each day spent on authorized Board business beyond regular meetings of the County Board and standing committees other than Executive Committee. "Authorized Board business" is limited to activities approved by the Board Chairman including, but not limited to, the following examples:

1. Attendance at special meetings of the full Board or special meetings of standing committees to which a member has been appointed;

2. Attendance at a formal meeting of another governing or advisory body as the officially appointed representative of the Board to such body (for example, Health Department, Tri-County Regional Planning Commission and its Executive Board, PPUATS Policy and Technical Committees);

3. Attendance at any meeting of a board, commission, or agency to which they have been appointed as a liaison (for example, Veteran's Commission, Persons with Developmental Disabilities Board, Board of Health, We-Care Board, Youth Services Board, Heartland Water Resources Board, Prairie Rivers RC&D Board, Tazewell County Farm Bureau, Pekin Main Street);

4. Attendance at the County Board Executive Committee;

5. Attendance at the County Zoning Board of Appeals by members appointed to the Land Use Committee and by other members approved by the Board Chairman;

6. County Board Chairman approved attendance at education seminars and other training, meetings with other governmental agencies, and attendance to perform other work connected with the official business of the county.

(b) The per diem amount shall be \$75.

(3) Mileage reimbursement.

(a) Mileage shall be reimbursed at the rate in effect under regulations promulgated pursuant to the Internal Revenue Code (5 U.S.C. § 5707(b)(2)). All other expenses (fuel, lubricants, insurance, towing, and the like) are the sole responsibility of the Board member.

(b) 1. Mileage shall be reimbursed for travel to:

A. Any activity which would qualify as authorized Board business for per diem compensation;
and

B. Any site which is the subject of a zoning decision or transportation project before the full Board.

2. The number of miles reimbursed shall be limited to the lesser of:

A. The round trip route from the member's residence to the activity or site; or

B. The actual route traveled to and from the activity/site.

(4) Miscellaneous reimbursement. Reimbursement for all other expenses shall be in accordance with the policy for all county employees.

(B) Payment of bills.

(1) All bills shall be submitted to the Finance Committee Chairman to determine whether some or all claims against the county should be allowed or disallowed, if sufficient funds have been budgeted and are available in the appropriate county fund.

(2) The Auditor will provide a monthly report of all claims paid in the prior month to the Board and the Board Chairman for review of each claim paid and that the report will identify the creditor, the department or county official which purchased the product or service, the fund from which the payment was made and the amount of the payment, and the date the check was issued.

(C) Payments of per diems for members of the County Board, the Zoning Board of Appeals, and the Merit Commission shall be eligible for direct deposit through the Payroll Department with any amendments to per diems occurring in the next payroll.

(Prior Code, 1 TCC 4-12) (Ord. E-18-22, passed 2-25-2018)

§ 33.13 MISCELLANEOUS PROVISIONS.

(A) Emergency procedure. In case of an emergency, the Chairman of the Board shall be given the power to act on behalf of the Board. A letter setting forth the circumstances constituting the emergency shall be filed with the County Clerk (and with the Auditor, if any expenditures are involved). At the next meeting of the Board, by roll call vote, a resolution shall be considered regarding the emergency, stating therein the circumstances constituting the emergency and the Board's concurrence.

(B) Records of the Board. Any appropriate documents shall be placed on file among the records of the Board or a committee, as the case may be, by direction of the Chairman. Minutes of the Board or a committee shall be approved at the direction of the Chairman after opportunity is given for correction, addition, or deletion. Such action shall be reflected in the minutes of that meeting.

(C) Conflict of interest. No Board member shall vote on their own appointment to a position that includes compensation in excess of the per diem provided by these rules.

(Prior Code, 1 TCC 4-13) (Ord. E-18-22, passed 2-25-2018)

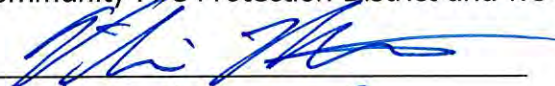
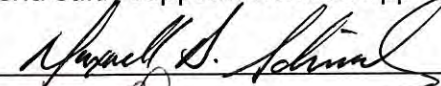

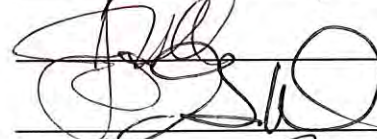
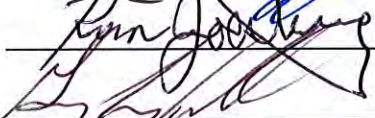

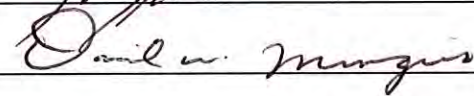
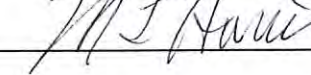
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Gary Flairy of 5525 Chapel Road, Green Valley, Illinois 61534 to the Green Valley Community Fire Protection District for a term commencing May 01, 2023 and expiring on April 6, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Gary Flairy to the Green Valley Community Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Gary Flairy to the Green Valley Community Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorneys Kuhfuss & Proehl, P.C., 342 Elizabeth Street, Pekin, Illinois 61554.

PASSED THIS 31st DAY OF May, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman


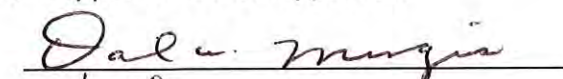

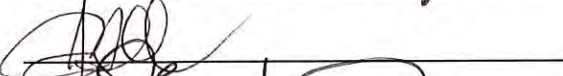


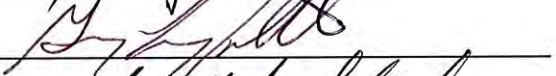
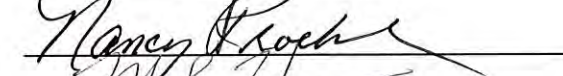
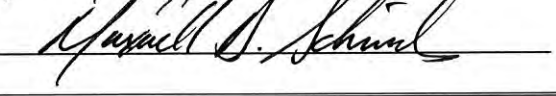
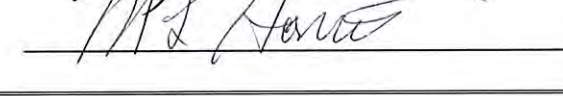
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brian Wilson, 500 Roberts, Creve Coeur, Illinois 61610 to the Greater Creve Coeur Sanitary District for a term commencing May 01, 2023 and expiring on May 1, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

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

RESOLUTION OF APPROVAL

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

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Caitlin Paluska, 217 Springfield Road, East Peoria, Illinois 61611.

PASSED THIS 31st DAY OF May, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Shawne Combs Woodard to the Tremont Fire Protection District for a term commencing May 01, 2023 and expiring on May 1, 2026.


COMMITTEE REPORT

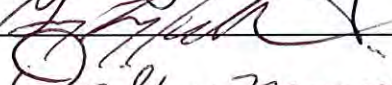
TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Shawne Combs Woodard to the Tremont Fire Protection District and we recommend said reappointment be approved.










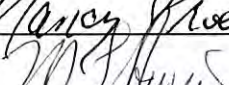


Darrin Mungus









RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Shawne Combs Woodard to the Tremont Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Mark McGrath, 113 South Main Street, P.O. Box 139, Mackinaw, Illinois 61733.

PASSED THIS 31st DAY OF May, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

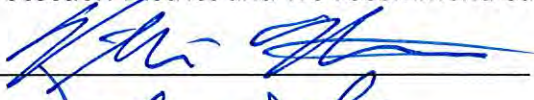
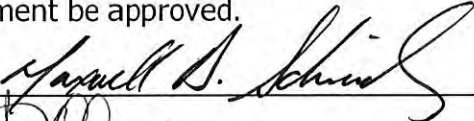

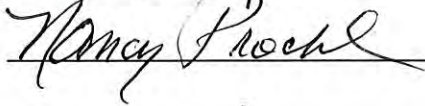
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Traci Kraemer of 209 E. 3rd, Deer Creek, Illinois 61733 to the Deer Creek Fire Protection District for a term commencing May 01, 2023 and expiring April 30, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Traci Kraemer to the Deer Creek Fire Protection District and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Traci Kraemer to the Deer Creek Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Mark McGrath, 113 South Main Street, P.O. Box 139, Mackinaw, Illinois 61733

PASSED THIS 31st DAY OF May, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

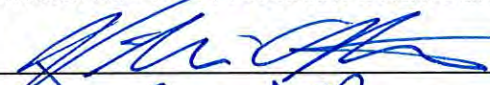
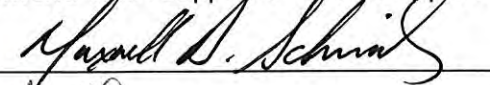


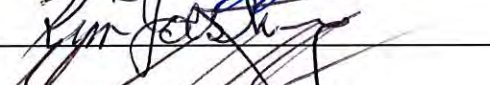

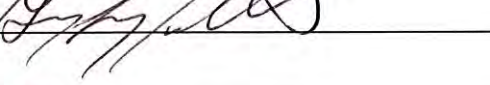
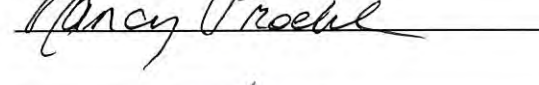
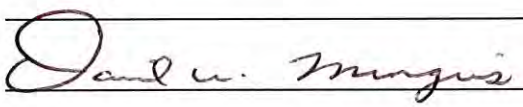
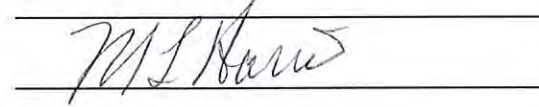
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brian Goodlick of 1408 Everett Drive, Pekin, IL 61554 to the Schaeferville Fire Protection District for a term commencing May 01, 2023 and expiring April 30, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

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

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Brian Goodlick 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 31st DAY OF May, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Nancy Proehl, of 9776 Warner Road, Manito, IL to the Tazwood Community Services for a term commencing June 1, 2023 and expiring November 30, 2024.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Nancy Proehl to the Tazwood Community Services and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Nancy Proehl to the Tazwood Community Services.

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jimmy Stevens of 8 Wilmar Terrace, East Peoria, IL to the Board of Review for a term commencing June 01, 2023 and expiring May 31, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Jimmy Stevens to the Board of Review and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Jimmy Stevens to the Board of Review.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Board Chairman of this action.

PASSED THIS 31st DAY OF May, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint John Bisanz of 103 Cayman, Washington, IL to the Board of Review for a term commencing June 01, 2023 and expiring May 31, 2025.

COMMITTEE REPORT

To: Tazewell County Board
From: Executive Committee

The Committee has reviewed the reappointment of John Bisanz to the Board of Review and we recommend said appointment to be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of John Bisanz to the Board of Review.

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

PASSED THIS 31st DAY OF May, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

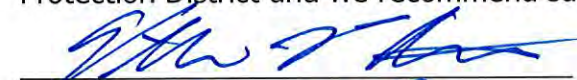


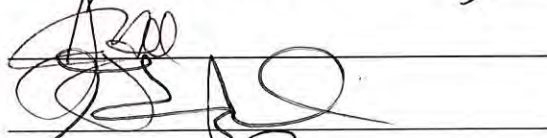

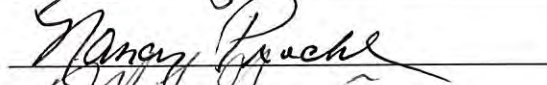
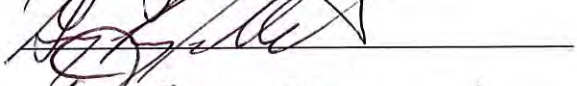
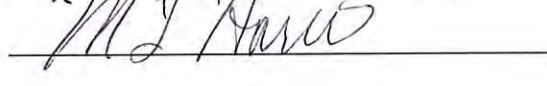
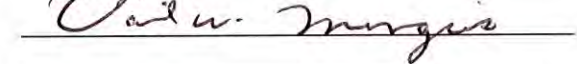
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint John Tharp of 24651 Spring Creek Road, Washington, IL to the Central Fire Protection District for a term commencing May 01, 2023 and expiring April 30, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of John Tharp to the Central Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of John Tharp to the Central Fire Protection District.

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Paul Anglin of 621 County Road 1200 N. Metamora, IL to the Central Fire Protection District for a term commencing May 01, 2023 and expiring April 30, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Paul Anglin to the Central Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Paul Anglin to the Central Fire Protection District.

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

PASSED THIS 31ST DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

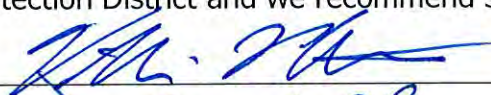
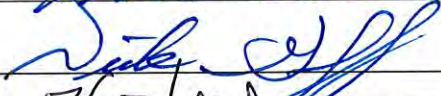
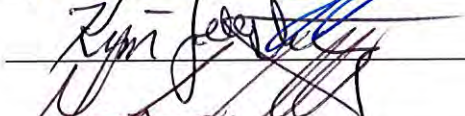
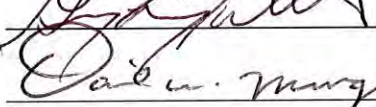
REAPPOINTMENT

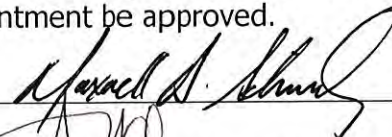


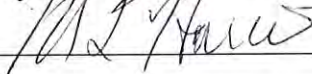
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Chris Meyers of 250 Fairview, Washington, IL to the Central Fire Protection District for a term commencing May 01, 2023 and expiring April 30, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Chris Meyers to the Central Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Chris Meyers to the Central Fire Protection District.

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman





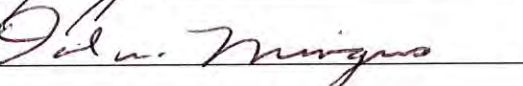
APPOINTMENT




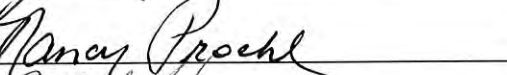
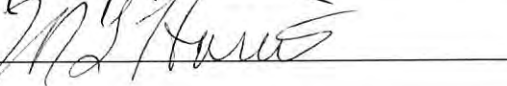
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Stacey Sweeney, 102 S. Washington Street, Armington, IL 61721 to the Armington Community Fire Protection District for a term commencing May 01, 2023 and expiring on May 01, 2024.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Stacey Sweeney to the Armington Community Fire Protection District and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Stacey Sweeney to the Armington Community Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify will notify Attorney W. Thad Kuhfuss of this action.

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brian Tanner of 27500 US Highway 150, Morton, IL 61550 to the Morton Area Farmers Fire Protection District for a term commencing May 1, 2023 and expiring April 30, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

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

RESOLUTION OF APPROVAL

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

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the second change order for the sidewalk improvements utilizing funds from the CDBG RLF Closeout Grant 18-248592; and

WHEREAS, the change order adds a corner sidewalk in Creve Coeur; and

WHEREAS, the total of the attached change order increased the construction cost by \$7,255.00; and

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

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

PASSED THIS 31st DAY OF MAY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Date of Issuance:	Effective Date:
Owner: Tazewell County	Owner's Contract No.: CDBG #18-248592
Contractor: Knapp Concrete	Contractor's Project No.:
Engineer: Farnsworth Group, Inc.	Engineer's Project No.: 0201574.02
Project: Architectural Barriers Removal-Sidewalks	Contract Name: Architectural Barriers Removal-Sidewalks

The Contract is modified as follows upon execution of this Change Order:

Description: Add corner in Creve Coeur

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>481,686.00</u>	Original Contract Times: Substantial Completion: Ready for Final Payment: _____ days or dates
[Decrease] from previously approved Change Orders No 1 \$ <u>12,270.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>469,416.00</u>	Contract Times prior to this Change Order: Substantial Completion: Ready for Final Payment: _____ days or dates
[Increase] of this Change Order: \$ <u>7,255.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>476,641</u>	Contract Times with all approved Change Orders: Substantial Completion: Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

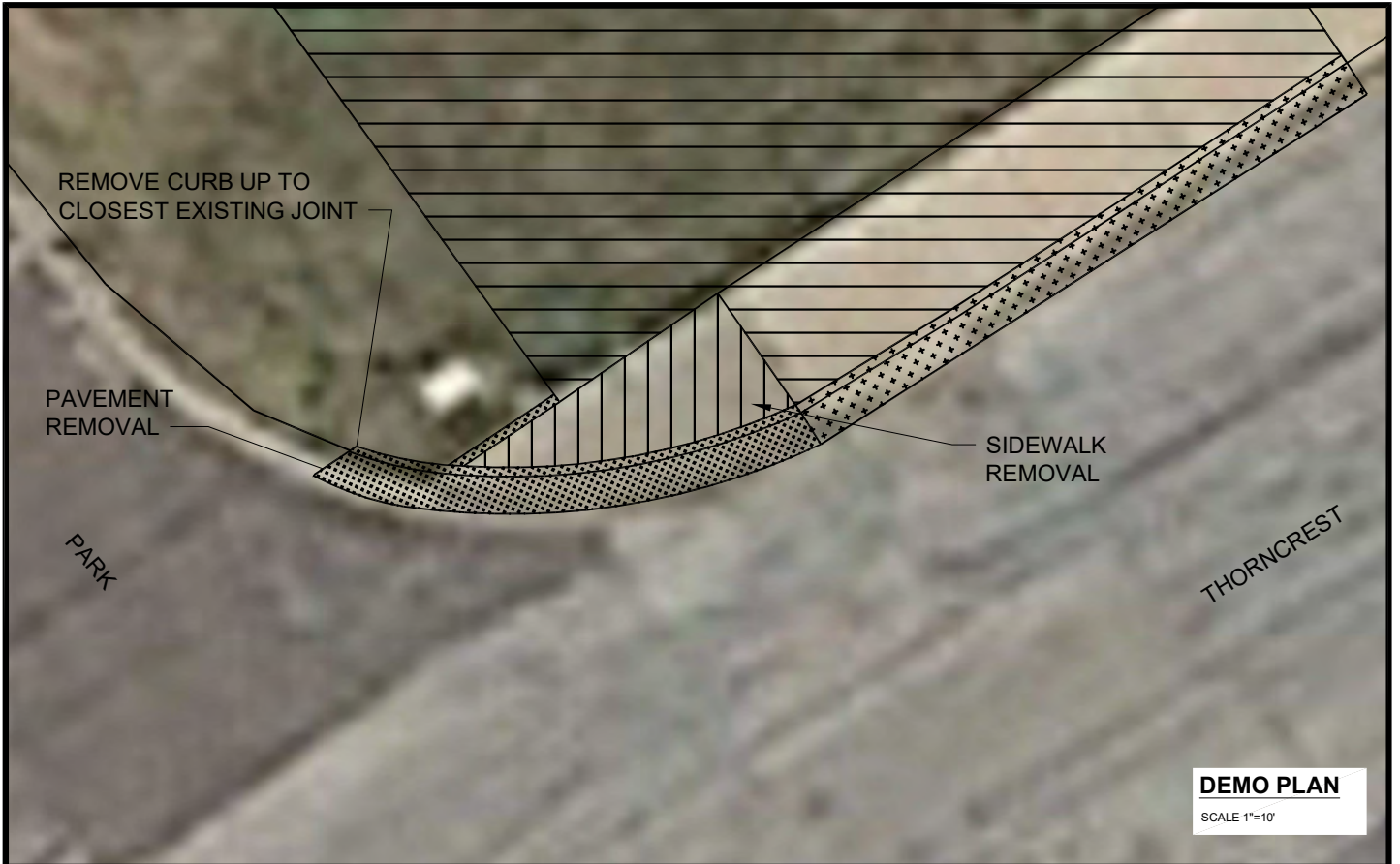
ACCEPTED:

By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Engineering Associate II</u>	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

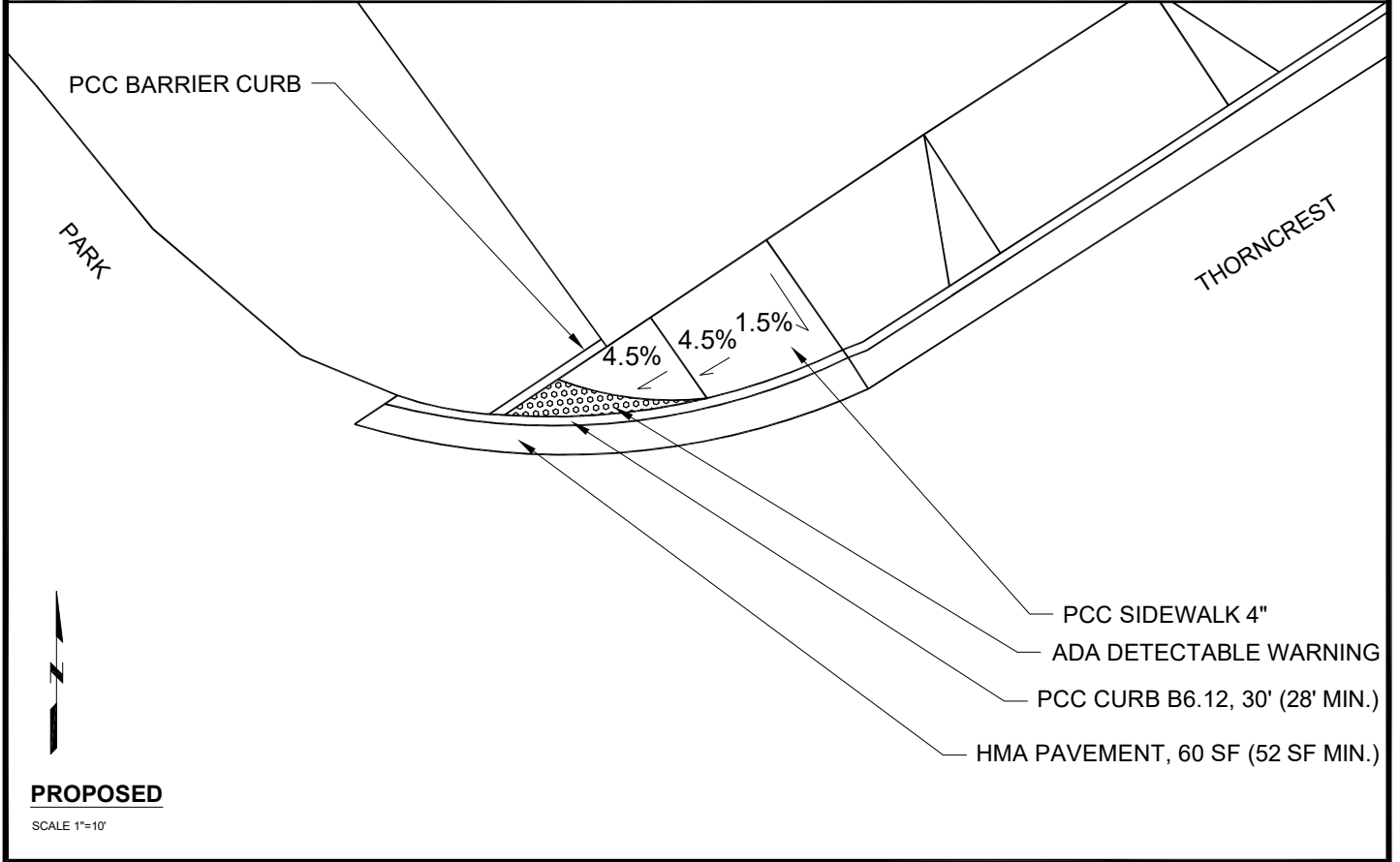
Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

J:\2020\0201574.02 - Tazewell County CDBG RLF Closeout - Proj\04_Drawings\DWG\TazCo ADA Bose2.dwg | 5/23/2023 12:17 PM | bbarry



DEMO PLAN
SCALE 1"=10'



PROPOSED
SCALE 1"=10'

Farnsworth
GROUP
100 WALNUT STREET, SUITE 200
PEORIA, ILLINOIS 61602
(309) 689-9888 / info@f-w.com

Tazewell County
Creve Couer

PROJECT NO.: 0201574.02
DRAWN: BB
REVIEWED:
DATE: 05/24/2023

C46

Creve Coeur Add On					
ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	SIDEWALK REMOVAL	SF	85	\$ 7.00	\$ 595.00
2	CURB REMOVAL	LF	30	\$ 16.00	\$ 480.00
3	PAINT PVT MRK REMOVAL	SY		\$ 55.00	\$ -
4	PCC SIDEWALK, 4" *	SF	85	\$ 16.00	\$ 1,360.00
5	PCC CURB B6.12	LF	40	\$ 65.00	\$ 2,600.00
6	PCC BARRIER WALL (18" MIN DEPTH)	LF		\$ 110.00	\$ -
7A	CLASS D PATCHES, TYPE I, 6"	SY	6.0	\$ 235.00	\$ 1,410.00
7B	CLASS D PATCHES, TYPE II, 6"	SY		\$ 235.00	\$ -
7C	CLASS D PATCHES, TYPE III, 6"	SY			\$ -
8	PAINT PVT MK LINE 6", WHITE	LF		\$ 5.00	\$ -
9	ADA DETECTABLE WARNING	SF	18	\$ 45.00	\$ 810.00
10	INLET *	EA		\$ 4,500.00	\$ -
11	TOPSOIL PLACEMENT - 4"	SY		\$ 45.00	\$ -
12	SEEDING, CLASS 1A (COMPLETE)	SY		\$ 48.00	\$ -
13	ADA HANDRAIL	LF		\$ 225.00	\$ -
14	ADJUST MANHOLE	EA		\$ 650.00	\$ -
15	FIRE HYDRANT RELOCATION	EA		0	\$ -
16	TREE REMOVAL	EA		\$ 1,200.00	\$ -
17	PRECAST PARKING BLOCKS	EA		\$ 200.00	\$ -
18	PAINT PVT MK LINE 4", YELLOW	LF		\$ 2.00	\$ -
19	PT PVT MK LTRS & SYMB	SF		\$ 25.00	\$ -
20	DEMO PARTIAL FOUNDATION	LS		\$ 1,200.00	\$ -
21	HMA SURFACE COURSE 1.5"	TON		\$ 288.00	\$ -
22	HMA LEVEL BINDER 1.5"	TON		\$ 288.00	\$ -
23	AGGREGATE BASE COURSE TYPE B 6"	TON		\$ 84.00	\$ -
24	ADA PARKING SIGN	EA		\$ 250.00	\$ -
25	PCC DRIVEWAY PAVEMENT, 8"	SY		\$ 135.00	\$ -
26	COMBINATION CURB AND SIDEWALK (R&R)	SF		\$ 200.00	\$ -
27	REM/REL SIGN SPECIAL	EA		\$ 1,600.00	\$ -
28	COLD MILLING VARIABLE DEPTH	EA		\$ 94.00	\$ -
29	ISLAND PAVT RM & REPL	SF		\$ 25.00	\$ -
30	PAINT PVT MK LINE 24", WHITE	LF		\$ 11.00	\$ -
TOTAL					\$ 7,255.00

COMMITTEE REPORT

E - 23 - 92

Chairman and Members of the Tazewell County Board:

Your Executive 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, Tazewell County had identified the need for updated Aerial Photography in Fiscal Year 2019 and entered into a contract with Pictometry International Corp. (EagleView); and

WHEREAS, the contract entered into February 21st, 2019 included a second project to be completed in Fiscal Year 2022 in the amount of \$196,241.00 to be paid over a 3 year period; and

WHEREAS, project two was subsequently postponed to FY23 and the County Board appropriated funds in the GIS Budget for such a Project; and

WHEREAS, the terms of project two were modified and said modification resulted in a cost savings of \$21,361.00; and

WHEREAS, the amendment also includes an optional third project following fulfillment of the second project at the same cost as project two.

THEREFORE BE IT RESOLVED that the County Board approve Amendment 1 to the original Agreement with Pictometry International Corp. (EagleView) dated February 21st, 2019.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the GIS Department and Supervisor of Assessments of this action.

Adopted this _____ **day of** _____, **2023.**

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

**AMENDMENT NO. 1 TO AGREEMENT DATED FEBRUARY 21, 2019
BETWEEN
PICTOMETRY INTERNATIONAL CORP. AND TAZEWELL COUNTY, IL**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this “Amendment”) is entered into by and between Pictometry International Corp. and its affiliates, also dba EagleView, (“EagleView”) and Tazewell County, IL (“Customer”), and supplements and modifies the terms of the Agreement dated February 21, 2019 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the “Agreement”). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

2. MODIFICATIONS TO AGREEMENT:
 - a. This Amendment modifies the quantities of the Products under the Agreement and corresponding amounts due. See attached Section A.

 - b. Appendix 1: Photogrammetric Product Specifications and the Map attached to this Amendment shall be added to the Agreement.

 - c. Notwithstanding anything herein to the contrary, Customer may, in its sole discretion and without cause, terminate its obligations with respect to the Third Project under this Amendment by providing EagleView written notice of any such termination at least 3 months prior to the start of the capture season for the applicable project (September 1 for a Winter capture, December 1 for a Spring capture, March 1 for a Summer capture, and June 1 for a Fall capture), such termination to be effective as of the start of the capture season for the applicable project. In the event Customer exercises any such termination right: 1) Customer shall pay EagleView for all work performed by EagleView with respect to the terminated project prior to the effective date of such termination; and 2) Customer, all Authorized Subdivisions, Authorized Users, and Project Participants in possession of Delivered Content or Proprietary Materials for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, shall immediately cease use of such Delivered Content and Proprietary Materials, purge such Delivered Content and Proprietary Materials from all computers, and return such Delivered Content and Proprietary Materials to EagleView. The provisions of this Amendment that by their nature would survive its termination shall survive indefinitely.

 - d. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

This Amendment is hereby accepted and agreed to by the undersigned parties and shall become effective upon the last date of execution by each Customer and EagleView (the “Effective Date”).

PARTIES:

CUSTOMER	EAGLEVIEW
TAZEWELL COUNTY, IL	PICTOMETRY INTERNATIONAL CORP. A Delaware Corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
LC-10002065

BILL TO
Tazewell County, IL
Jaclynn Workman
11 South Fourth St, Suite 400, McKenzie Building
Pekin, Illinois 61554
(309) 477-2235
jworkman@tazewell-il.gov

SHIP TO
Tazewell County, IL
Jaclynn Workman
11 South Fourth St, Suite 400, McKenzie Building
Pekin, Illinois 61554
(309) 477-2235
jworkman@tazewell-il.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT(S)
A950460	Ryan Kaza	Triennial

PROJECT 2						
QTY²	QTY ADJ³	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	ADJUSTMENT AMOUNT - THIS AMENDMENT¹
0	-717	AccuPLUS COMMUNITY 6in (9in Obliques) - Pict DTM - Per Sector	Product includes: 6-inch GSD Community AccuPlus ortho mosaic tiles (GeoTIFF format), 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 6-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Ortho-mosaic accuracy: 2.65 ft. RMSE (X or Y); 6.5 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=200'. Product Parameters: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 395.00	62.03%	-\$ 107,550.00
1	1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Product Parameters: Source One: Source One Year Source Two: Source Two Year: Deck Identification Method: To Be Used in Connect Assessment: Modified Technical Specification:	\$ 1,000.00	30%	\$ 700.00
67800	67800	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced	\$ 0.39		\$ 26,442.00

			<p>amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance.</p> <p>Product Parameters: Source One: Pictometry Outlines Source One Year 2019 Source Two: Pictometry Imagery Source Two Year: 2023 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:</p>			
0	-1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM	\$ 7,500.00	100%	\$ 0.00
0	-150	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes 3 inch GSD obliques (4way), 3 inch GSD Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format). Orthos delivered on hard drive, Obliques available through Pictometry Connect (ordered separately). Nominal Ground Sample Distance: Front Line: 0.24 feet/pixel Middle Line: 0.29 feet/pixel Back Line: 0.35 feet/pixel Orthogonal: 0.24 feet/pixel	\$ 595.00	39.5%	-\$ 54,000.00
0	-150	Tiles - Standard (3in GSD; JPG format) Per Sector	<p>Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.</p> <p>Product Parameters: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 20.00	50%	-\$ 1,500.00
0	-1	AccuPlus Imagery Bundle w/Three(3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00
0	-150	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	<p>Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.</p> <p>Product Parameters: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 2.00		-\$ 300.00

1	0	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.	\$ 0.00		\$ 0.00
0	-1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$ 199.00		-\$ 199.00
1	0	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Product Parameters: Server Integration: Third-Party Integrator: Domain URL:	\$ 10,000.00	100%	\$ 0.00
0	-1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Product Parameters: Source One: Source One Year Source Two: Source Two Year: Deck Identification Method: To Be Used in Connect Assessment: Modified Technical Specification:	\$ 1,000.00		-\$ 1,000.00
0	-67800	ChangeFinder - Change Detection using Orthomosaic Imagery; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to orthomosaic tiles from a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Product Parameters: Source One: Source One Year Source Two: Source Two Year:	\$ 0.39		-\$ 26,442.00

			Deck Identification Method: To Be Used in Connect Assessment: Modified Technical Specification:			
3	0	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Product Parameters: Admin User: Jaclynn Workman Admin User Email: jworkman@tazewell-il.gov	\$ 2,200.00	25%	\$ 0.00
571	571	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Product Parameters: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 160.00	10%	\$ 82,224.00
180	180	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Product Parameters: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 400.00	16.3%	\$ 60,264.00
751	751	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Product Parameters: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
1	1	Oblique Support Bundle	Includes digital copy of the Licensed Documentation for the License Software, one, two, or three hour End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five, ten, or fifteen hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one, two, or three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00

1	1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00
SUBTOTAL - THIS AMENDMENT						(\$21,361.00)

PROJECT 3

QTY ²	QTY ADJ ³	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	ADJUSTMENT AMOUNT - THIS AMENDMENT ¹
67800	67800	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Product Parameters: Source One: Pictometry Outlines Source One Year 2023 Source Two: Pictometry Imagery Source Two Year: 2026 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:	\$ 0.39		\$ 26,442.00
1	1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Product Parameters: Source One: Source One Year Source Two: Source Two Year: Deck Identification Method: To Be Used in Connect Assessment: Modified Technical Specification:	\$ 1,000.00		\$ 1,000.00
571	571	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.	\$ 160.00	10%	\$ 82,224.00

			Product Parameters: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover			
180	180	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Product Parameters: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 400.00	16.3%	\$ 60,264.00
751	751	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Product Parameters: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
3	3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Product Parameters: Admin User: Jaclynn Workman Admin User Email: jworkman@tazewell-il.gov	\$ 2,200.00	25%	\$ 4,950.00
1	1	Oblique Support Bundle	Includes digital copy of the Licensed Documentation for the License Software, one, two, or three hour End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five, ten, or fifteen hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one, two, or three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00
1	1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.	\$ 0.00		\$ 0.00

1	1	Pictometry Connect - EarlyAccess	<p>Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.</p> <p>Product Parameters: Server Integration: Third-Party Integrator: Domain URL:</p>	\$ 10,000.00	100%	\$ 0.00
SUBTOTAL - THIS AMENDMENT						\$174,880.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

²QTY = Represents the contracted quantity of the product within this project after this Amendment is executed.

³QTY ADJ = The quantity adjustment from the Agreement, representing the change in quantity from what is currently contracted.

Geofences:

IL Tazewell (Primary)

Geofences Products Affected:

Pictometry Connect - EarlyAccess
Pictometry Connect - CA - 50

FEES; PAYMENT TERMS

Customer hereby agrees to pay the Fees specified in this Section A of the Agreement in accordance with the following payment terms. All amounts due to EagleView pursuant to the Agreement (the “Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to EagleView without reducing any amount owed to EagleView unless documents satisfactory to EagleView evidencing exemption from such taxes is provided to EagleView prior to billing. To the extent any amounts properly invoiced pursuant to the Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay EagleView all costs EagleView incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Second Project
Adjustment to be applied at Delivery/Activation -\$21,361.00

Third Project
Year1
Due at Delivery/Activation \$58,293.34
Year2
Due at Anniversary of Delivery/Activation \$58,293.33
Year3
Due at Anniversary of Delivery/Activation \$58,293.33

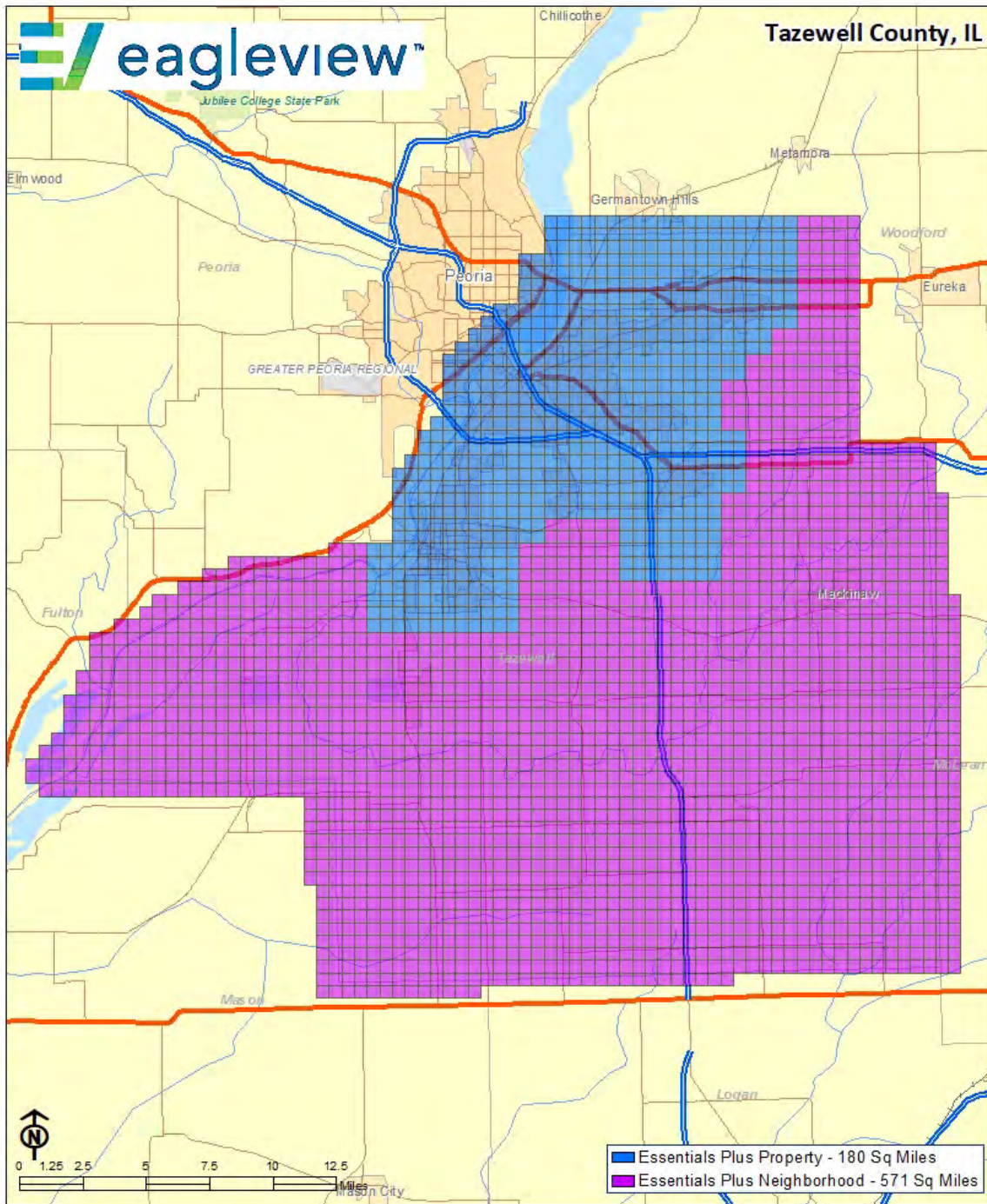
Essentials+ Property deliverables

Product	Essentials+ Property
Ortho Frame Imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	<ul style="list-style-type: none"> Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> Nominal 2in GSD, no worse than 3in (Best Available Provided) <p>Access Methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> Nominal 2in GSD, no worse than 3in (Best Available Provided) <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

Essentials+ Neighborhood deliverables

Product	Essentials+ Neighborhood
Orthomosaic Specifications	<ul style="list-style-type: none"> • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 6in GSD oblique imagery or better:</p> <ul style="list-style-type: none"> • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> • Nominal 6in GSD <p>Access Methods:</p> <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> • Nominal 6in GSD <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> • Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> • Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> • Mosaic Tiles <ul style="list-style-type: none"> ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic <ul style="list-style-type: none"> ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

MAP(S) (IF APPLICABLE)



COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive 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, Tazewell County has identified the need for updated Aerial Photography in Fiscal Year 2019 GIS Budget and the County Board has appropriated funds in the GIS Budget for such a Project; and

WHEREAS, Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for a regional aerial acquisition project to help in reducing each individual government unit's costs. Said representatives from each of the Counties graded the responses to the RFP and selected the Vendor Pictometry International Corp. (EagleView) to perform services for the project; and

WHEREAS, as a part of the RFP each County had the option to request upgrades for additional services with said Vendor; and

WHEREAS, Tazewell County has partnered with various Tazewell County Communities to share in the costs of said upgrades to include Change Detection Software, Building Outlines and Oblique Imagery; and

WHEREAS, Pictometry International Corp. has submitted a contract for the additional upgrades in the amount of \$165,896; and

WHEREAS as result of partnering with local Tazewell County Communities, through approved Intergovernmental Agreements, the County's share of the digital orthophotography project upgrades will be \$87,724.00 to be paid over a 3 year period to said Vendor.

THEREFORE BE IT RESOLVED that the County Board approve the Contract with Pictometry International Corp. (EagleView).

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the GIS Department, the Supervisor of Assessments and Pictometry International Corp. of this action.

PASSED THIS 30th DAY OF JANUARY, 2019.

ATTEST:

30th ~~January~~ ^{February}
16th

Tazewell County Clerk

Tazewell County Board Chairman

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 TAZEWELL COUNTY, IL (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Project 2 Photogrammetric Product Specifications

Sector Maps

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
414 Court St, suite 204	25 Methodist Hill Drive
Pekin, IL 61554	Rochester, NY 14623
Attn: Janna Baker, GIS Coordinator	Attn: General Counsel
Phone: 3094785695	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

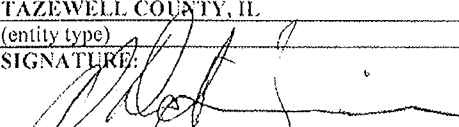
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
TAZEWELL COUNTY, IL <small>(entity type)</small>	PICTOMETRY INTERNATIONAL CORP. <small>a Delaware corporation</small>
SIGNATURE: 	SIGNATURE: <small>DocuSigned by:</small> <i>Brian Brockmann</i> <small>019C69280FF1419...</small>
NAME: David Zimmerman	NAME: Brian Brockmann
TITLE: County Board Chairman	TITLE: Corporate Vice President
DATE: 2-9-18	EXECUTION DATE: 2/21/2019
	DATE OF RECEIPT (EFFECTIVE DATE): 2/21/2019

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C6784944

BILL TO
Tazewell County, IL
Janna Baker, GIS Coordinator
414 Court St, suite 204
Pekin, IL 61554
3094785695
jbaker@tazewell.com

SHIP TO
Tazewell County, IL
Janna Baker, GIS Coordinator
414 Court St, suite 204
Pekin, IL 61554
3094785695
jbaker@tazewell.com

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A416990	ldavis	Triennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
150	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$360.00 (20% - Long Term Incentive Discount)	\$54,000.00
717	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00		\$53,775.00
67,800	ChangeFinder-Change Detection & Building Outlines using Orthomosaic Imagery; Digital Parcel File Provided	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EdgeView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.74		\$50,172.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$4,950.00
150	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,500.00

1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
150	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$300.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
1	Pictometry CONNECT Assessment	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL -- FIRST PROJECT					\$165,896.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
717	AccuPLUS COMMUNITY 6in (9in Obliques) - Pict DTM - Per Sector	Product includes: 6-inch GSD Community AccuPlus ortho mosaic tiles (GeoTIFF format), 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 6-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Ortho-mosaic accuracy: 2.65 ft. RMSE (X or Y), 6.5 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=200'. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$245.00	\$150.00 (38.776%)	\$107,550.00

150	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$360.00 (20% - Long Term Incentive Discount)	\$54,000.00
67,800	ChangeFinder - Change Detection using Orthomosaic Imagery; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to orthomosaic tiles from a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.39		\$26,442.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$4,950.00
150	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,500.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
150	Mosaic - Area Wide (3in GSD, MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$300.00
150	Mosaic - Area Wide (3in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$300.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$7,500.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately	\$10,000.00	\$0.00 (100%)	\$0.00

		following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions		
1	AccuPlus Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00	\$0.00
SUBTOTAL – SECOND PROJECT				\$196,241.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$362,137.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

The following are modifications to the standard product specifications for products listed above:

2015 Customer-provided 6"GSD TIFs Approved with Modified Technical Specifications:

The process is greater than 95% accurate – the standard error rate is 5% for false positives, and 0.5% for false negatives.

- False Positive Rate: ratio of buildings with fault state for all Changed/New/Demolished buildings less than or equal to 5.0%
- False Negative Rate: ratio of buildings with fault state for Existing buildings less than or equal to 0.5%
- The service postulates imagery with low off-nadir (The sides of houses cannot be seen) is used. All problems arising from off-nadir of imagery are out of the specifications.

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$13,824.65
Due at Initial Shipment of Imagery	\$31,474.01
Due at First Anniversary of Shipment of Imagery	\$60,298.67
Due at Second Anniversary of Shipment of Imagery	\$60,298.67
Total Payments	\$165,896.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$65,413.66
Due at First Anniversary of Shipment of Imagery	\$65,413.67
Due at Second Anniversary of Shipment of Imagery	\$65,413.67
Total Payments	\$196,241.00

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: ChangeFinder-Change Detection & Building Outlines using Orthomosaic Imagery; Digital Parcel File Provided

Data Source -- Base: Customer Imagery
Data Source Year -- Base: 2015
Data Source -- Comparison: Pictometry Imagery
Data Source Year -- Comparison: 2019
Deck Identification: Included in Building Outlines

Regional Status Report Requested:
Modified Technical Specifications: The process is greater than 95% accurate -- the standard error rate is 5% for false positives, and 0.5% for false negatives.
 • False Positive Rate: ratio of buildings with fault state for all Changed/New/Demolished buildings less than or equal to 5.0%
 • False Negative Rate: ratio of buildings with fault state for Existing buildings less than or equal to 0.5%
 • The service postulates imagery with low off-nadir (The sides of houses cannot be seen) is used. All problems arising from off-nadir of imagery are out of the specifications.
 Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

Parameter Changes

Customer represents and warrants that it owns all right, title, and interest in and to any non-Pictometry imagery and/or outlines provided by Customer to Pictometry and all necessary rights, power, and authority to provide Pictometry with a copy of such non-Pictometry imagery and/or outlines and authorize Pictometry to include such non-Pictometry imagery and/or outlines in the CONNECT service provided to Customer.

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Janna Baker
Admin User Email: jbaker@tazewell.com
Geofence: IL Tazewell (Primary Geofence)

**SECOND PROJECT
 ACCUPLUS IMAGERY**

Product: AccuPLUS COMMUNITY 6in (9in Obliques) - Pict DTM - Per Sector
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: ChangeFinder - Change Detection using Orthomosaic Imagery; Digital Parcel File Provided
Data Source -- Base: Pictometry Outlines
Data Source Year -- Base: 2019
Data Source -- Comparison: Pictometry Imagery
Data Source Year -- Comparison: 2022
Deck Identification: Included in Building Outlines

Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Janna Baker
Admin User Email: jbaker@tazewell.com
Geofence: IL Tazewell (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data.
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;

- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. Disaster Coverage Imagery at No Additional Charge – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

Hurricane: areas affected by hurricanes of Category 2 and higher.

Tornado: areas affected by tornados rated EF4 and higher.

Terrorist: areas affected by damage from terrorist attack.

Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B**LICENSE TERMS****PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions, and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data- General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

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4. LIMITED WARRANTY

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5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
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- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
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- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

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- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

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- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
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[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Illinois in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply: a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project; b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

4. Shared Ownership of Orthogonal Imagery and Building Outline Shapefile: The Customer shall own the copy of the orthogonal imagery and building outlines delivered by Pictometry pursuant to this Agreement. Such orthogonal imagery and building outlines shall not constitute Delivered Content for purposes of this Agreement. As such, Customer is free to use, reproduce, redistribute and resell copies of the orthogonal imagery and building outlines so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the orthogonal imagery and building outlines delivered pursuant to this Agreement that are in Pictometry's possession. As such Pictometry is free to use, reproduce, redistribute and resell copies of the orthogonal imagery and building outlines delivered pursuant this Agreement in any manner without any accounting to Customer. Except for the copy of the orthogonal imagery and building outlines delivered to Customer by Pictometry pursuant to this Agreement, all imagery (including associated metadata) and software delivered or otherwise made available to Customer pursuant to this Agreement constitute Delivered Content, Online Services or Pictometry Software, as appropriate, and are and shall remain the exclusive property of Pictometry, subject to the rights of Customer to use the Delivered Content, Online Services and the Pictometry Software pursuant to the licenses granted by Pictometry elsewhere in this Agreement.

5. Pictometry Connect -- CA 50: The Customer may create up to 250 Authorized User accounts. At any given time, up to 50 Authorized User accounts may be logged in to Pictometry Connect.

[END OF NON-STANDARD TERMS AND CONDITIONS]

APPENDIX 1

PROJECT 2 PHOTOGAMMETRIC PRODUCT SPECIFICATIONS

AccuPlus® Premium Ortho-Mosaic

Product Overview:

Seamless ortho-mosaic produced from individual frames and tiled to customer's preferred tiling scheme.

Acquisition:

Flight plans will be prepared to capture image frames with nominal 60% forward overlap and nominal 30% sidelap in order to provide sufficient overlap for automatic aerial triangulation and mitigation of building lean in orthophotography produced. Source imagery will be acquired during times of optimal environmental conditions. Imagery will generally be captured when solar altitude is 30 degrees or greater and/or by using the most optimal four-hour window, except where capture season offers significantly longer window. Imagery will be acquired with ground free of snow cover and deciduous vegetation less than 30% of full bloom. Frames with clouds will be rejected and reflown. Any planned deviation from these conditions imposed by capture window constraints will be discussed with client prior to commencement of acquisition.

Camera:

Pictometry utilizes its USGS certified, custom designed mapping camera incorporating a Kodak sensor and custom designed photogrammetric lenses. The sensor is fully calibrated according to Pictometry's USGS approved calibration process. Pictometry's sensor provides a dynamic range of 12 bits per band, RGB (resampled to 8 bits during processing).

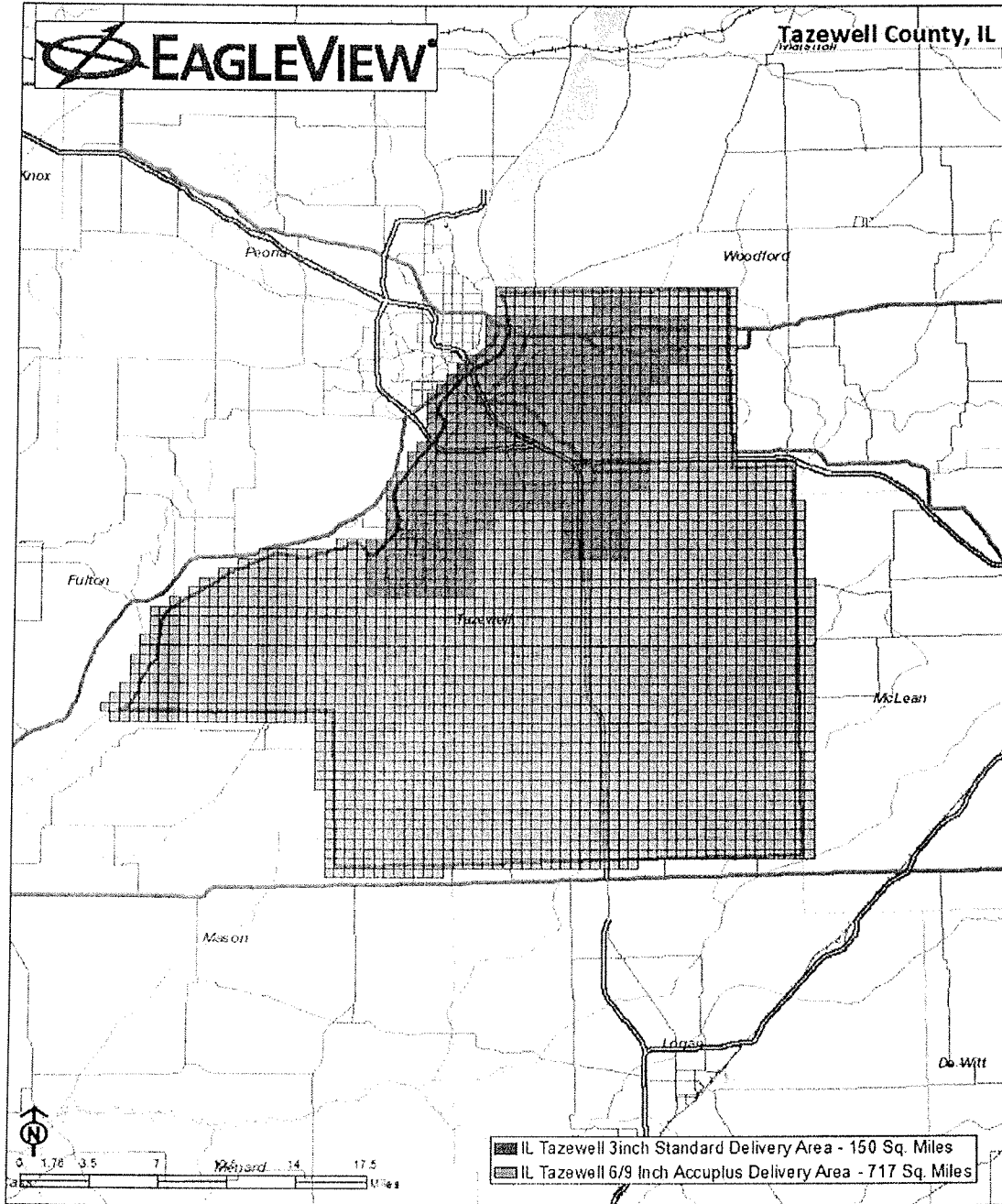
Ortho-Rectification:

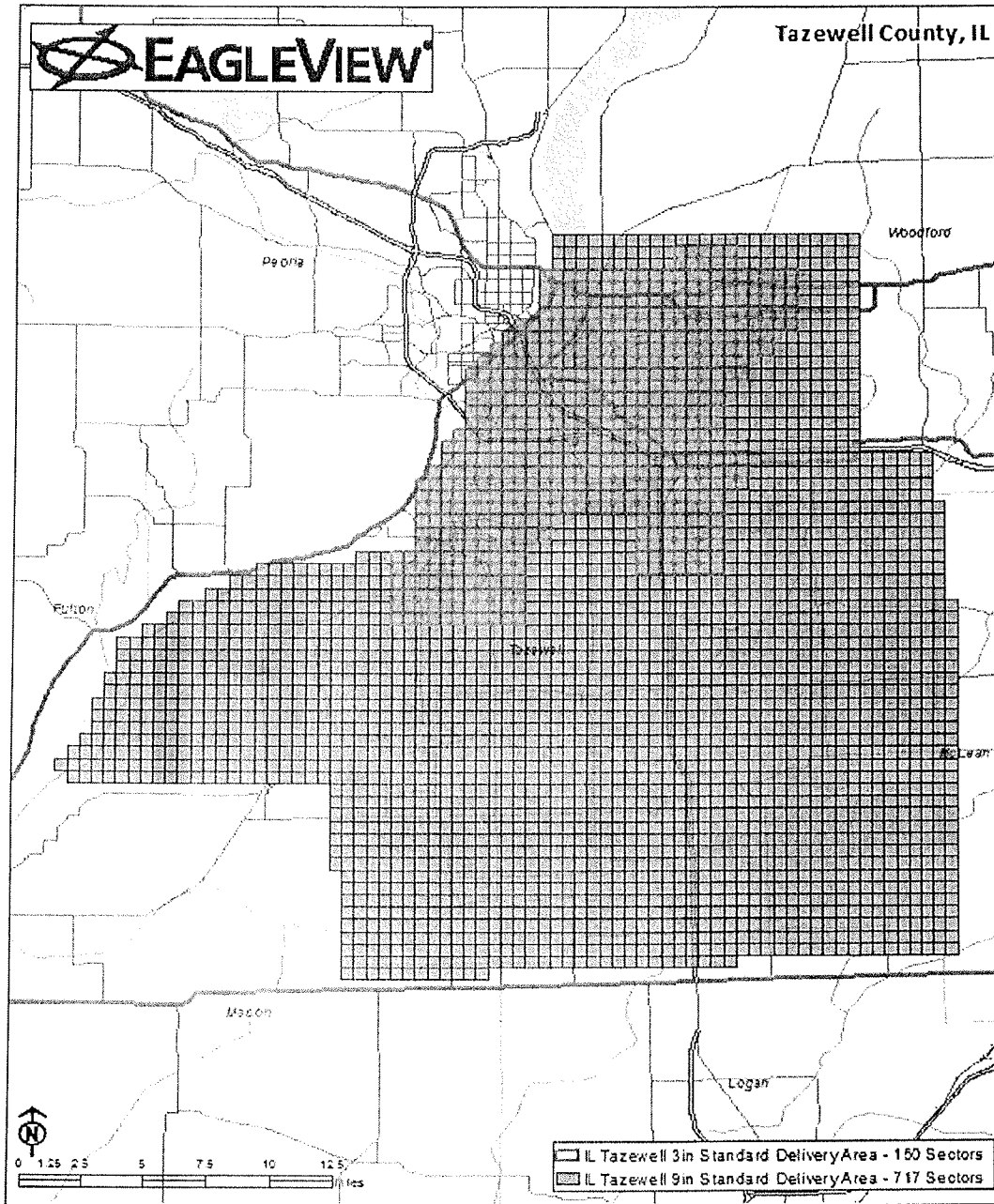
Prior to the production of orthophotography, Pictometry will perform automatic aerial triangulation, utilizing the directly observed Exterior Orientations (EOs) and ground control points (GCPs), measured by a licensed surveyor, for the purpose of orienting the individual frames for creation of the final ortho imagery. In addition to the GCPs, sophisticated matching techniques will be employed to automatically create tie points for use in performing a bundle adjustment. Pictometry will utilize best available Digital Terrain Models, combined with the calibrated camera interior orientations, ground control points, and triangulated EOs to rectify the images. When the rectification requires a resampling of the source imagery, a cubic convolution method will be utilized.

Mosaic:

Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Once the mosaic has been produced, the imagery will be tiled and named according to the customer provided (or Pictometry generated) schema for delivery.

SECTOR MAPS (2)







Tazewell County Board Calendar of Meetings June 2023

Zoning Board of Appeals Duane Lessen, Chair	Tuesday, June 6 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Krehbiel, Nelms, Sinn, Smith
Health Services Jay Hall, Chair	Thursday, June 8 5:30pm – TCHD	S. Goddard, Hagaman, Longfellow, Paget, Sinn, Smith
Land Use Kim Joesting, Chair	Tuesday, June 13 5:00pm – Jury Room	Crawford, M. Goddard, Hall, Krehbiel, Nelms, Sinn, Smith
Insurance Review David Zimmerman, Chair	Wednesday, June 14 3:00pm – Jury Room	S. Goddard, Mingus, Rich-Stimson
Transportation Greg Menold, Chair	Tuesday, June 20 1:30pm - Tremont	Crawford, Deppert, Hall, Harris, Paget, Proehl, Nelms
Property Greg Longfellow, Chair	Tuesday, June 20 3:30pm – JCCR	Atkins, M. Goddard, Graff, Hagaman, Joesting, Mingus, Rich-Stimson, Schneider
Finance Nick Graff, Chair	Tuesday, June 20 following Property – JCCR	Atkins, Deppert, S. Goddard, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Human Resources Tammy Rich-Stimson, Chair	Tuesday, June 20 following Finance – JCCR	Atkins, Deppert, S. Goddard, Graff, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Schneider
Rules Bill Atkins, Chair	TBD	Crawford, Harris, Proehl, Smith
Risk Management David Zimmerman, Chair	Wednesday, June 21 4:00pm – Jury Room	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Executive David Zimmerman, Chair	Wednesday, June 21 following Risk Management	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Board of Health	Monday, June 26 6:30pm - TCHD	Hall
County Board	Wednesday, June 28 6:00 pm – JCCR	All County Board Members